AMENDMENT OF SOLICI	TATION/MODIF	TCATION OF CONTRACT	1. CONTR.	ACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJE	CT NO.(If applicable)
P00004	24-Mar-2003	SEE SCHEDULE			
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (If other than item 6)		CODE	
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR MAERSK LINE LTD 120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502	(No., Street, County, St	ate and Zip Code)		DMENT OF S	OLICITATION NO.
NORFOLK VA 23502					ACT/ORDER NO.
CODE AVACE	I		10B. DATE X 19-Sep-200	ED (SEE ITEM	1 13)
CODE 4X163	IFACILITY COD	E	1 10 00p 20	UZ	V
The above numbered solicitation is amended as set forth			is extended,	is not ex	stended.
Offer must acknowledge receipt of this amendment pri- (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this as provided each telegram or letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D.	copies of the amendmen ference to the solicitation and a HE RECEIPT OF OFFERS PRI mendment you desire to change solicitation and this amendmen	t; (b) By acknowledging receipt of this amendment of mendment numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be ma-	on each copy of the of OWLEDGMENT TO Y RESULT IN de by telegram or lett) BE	
See Schedule	TTT (II required)				
		O MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PUR. CONTRACT ORDER NO. IN ITEM 10A.				MADE IN TH	E
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FORT	ORDER IS MODIFIED THE	O REFLECT THE ADMINISTRATIVE ON TO THE AUTHORITY OF FAR 43.1	CHANGES (such	n as changes ir	n paying
C. THIS SUPPLEMENTAL AGREEMENT IS					
D. OTHER (Specify type of modification and	authority)				
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issu	uing office.	
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) SEE ATTACHED.	CATION (Organized by	UCF section headings, including solicitat	ion/contract subj	ect matter	
except as provided herein, all terms and conditions of the doc					
SA. NAME AND TITLE OF SIGNER (Type or)	orint)	16A. NAME AND TITLE OF CONT KIMBERLY HENRY / CONTRACTS TEL: (202) 685-5521		TCER (Type o	• /
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	CA	10	6C. DATE SIGNED
(Signature of person authorized to sign)	-	Signature of Contracting Office		**************************************	16-Apr-2003

SUMMARY OF CHANGES

- 1. The purpose of this modification is to incorporate funding into subject contract and to incorporate an updated version of Attachment I.
- 2. Reference is made to MSC letter Ser PM3/LMSR03-0111 dated 27 February 2003 that authorized the purchase of combat spectacles for use with the MCU-2P Gas Mask by individuals who wear eye glasses. MSC funding in the amount of \$5,288.00 per ship, totaling \$42,304.00, is hereby incorporated into reimbursable CLINS 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for the purchase of aforementioned spectacles within the FY03 estimates proposed by your office and accepted by PM3.
- 3. Reference is made to MSC letter Ser PM3/LMSR03-0144 dated 26 March 2003 that granted consent to subcontract with Baltimore Marine Industries for the dry docking and mission readiness availability for the USNS DAHL at a total expense of \$1,540,276.00. Accordingly, MSC funding in the amount of \$2,500,000.00 is herein incorporated under CLIN 0004 to cover aforementioned expenses and other anticipated maintenance expenses.
- 4. The following Purchase Requests add funding to the contract:

PR#	DESCRIPTION		CLIN	AMOUNT
		0000	# F 200	00
N000333052P3L8	SODERMAN COMBAT SPECS	0002	\$5,288	
N000333052P3L3	DAHL COMBAT SPECS	0004	\$5,288	.00
N000333080P3201	DAHL FY03 DRYDOCKING	0004	\$2,500	,000.00
N00333052P3L5	CHARLTON COMBAT SPECS	0006	\$5,288	.00
N000333052P3L4	RED CLOUD COMBAT SPECS	8000	\$5,288	.00
N000333053P3L7	POMEROY COMBAT SPECS	0010	\$5,288	.00
N000333052P3L2	SISLER COMBAT SPECS	0012	\$5,288	.00
N000333052P3L1	WATSON COMBAT SPECS	0014	\$5,288	.00
N000333052P3L6	WATKINS COMBAT SPECS	0016	\$5,288	.00

5. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

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CLIN 0002 – Price has increased from $3,011,746.00 by $5,288.00 to $3,017,034.00 CLIN 0004 – Price has increased from $2,193,714.00 by $2,505,288.00 to $4,699,002.00 CLIN 0006 – Price has increased from $2,204,418.00 by $5,288.00 to $2,209706.00 CLIN 0008 – Price has increased from $2,097,798.00 by $5,288.00 to $2,103,086.00 CLIN 0010 – Price has increased from $2,181,849.00 by $5,288.00 to $2,187,137.00 CLIN 0012 – Price has increased from $2,216,917.00 by $5,288.00 to $2,222,205.00 CLIN 0014 – Price has increased from $2,472,133.00 by $5,288.00 to $2,477,421.00 CLIN 0016 – Price has increased from $2,350,918.00 by $5,288.00 to $2,356,206.00
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- 6. The total contract price has increased from \$238,475,587.08 by \$2,542,304.00 to \$241,017,891.08.
- 7. SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT I

INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

- 1. At a minimum, the following information must appear on the face of each invoice:
 - a. Invoice Number (No more than 18 alphanumeric characters)
 - b. Invoice date (format MM/DD/YYYY)
 - c. Contract Number
 - d. Vessel Name
 - e. Port (if applicable)
 - f. Vessel Status (FOS, RAV, ROS)
 - g. Vessel Project Number
 - h. Vessel Task Number
- 2. A Report of Expenditures is required for every invoice submitted under this contract and must be submitted with the invoice for payment. Any invoice received without this report will be returned to the Contractor. For each Expenditure Type billed under an invoice, the following information will be required. The Tables found on following pages of this attachment provide additional information/instructions.
 - a. CLIN/Purchase Order Number
 - b. Expenditure Type & GLA
 - c. Expenditure Type Description from Contract
 - d. Start of Service (MM/DD/YYYY)
 - e. End of Service (MM/DD/YYYY)
 - f. Amount in Dollars
 - g. Foreign Currency (if paid in foreign currency)
 - h. Amount in Foreign Currency (if paid in foreign currency)
 - i. Description Breakdown (if required by Table)
 - j. Quantity (hours, days, events) (if required by Table)
 - k. Premium Paid (if required by Table)
 - 1. Remarks/Justification (if required by the Table)
- 3. For contracts with budgeted reimbursables, the Contractor will submit a Report of Expenditures within five business days of the end of each month for budgeted reimbursables. This report will detail each transaction within an Expenditure Type incurred during the previous month. This report shall provide the data required in 2 (a) through (l) above.

Fixed Ship Per Diem Fos/Ros/Rav/Pre-delivery X Justification/Rmks Re 25210 Rembursable Operating Costs	EXP TYPE	GANEXPENDITURE DESCRIPTION	DESCRIPTION BREAKDOWN	QUANT P	PREMIU M	ADDITIONAL DA
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Costs			1 30,1130,111,111,111			
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Orientation/Familiarization Crew Wages, Subsistence and Lodging 25218 ROS Direct Expenses 25210 War Risk Bonuses and Extra Wages 25210 War Risk Bonuses and Extra Wages 25210 Legal Expenses Calaims 252110 Merchant Marine Cadet Wages/Travel 252111 Stovedore Damage 252111 Stovedore Damage 252111 Stovedore Damage 252112 Stovedore Damage 252113 Marchant Marine Cadet Wages/Travel 252114 Caditional Personnel 252114 Additional Personnel 252114 Additional Personnel 252114 Additional Crewing 252115 Stovekeeper Wages/Fringe 252116 Stovekeeper Wages/Fringe 252117 Bord Service (Sponsor Personnel) 25212 Docking/Dockage 25213 Stovekeeper Wages/Fringe 25214 Prod Service (Sponsor Personnel) 25220 Port Charges and Expenses 25221 Pooking/Dockage 25221 Agent Fees 25222 Docking/Dockage 25223 Agent Fees 25224 Pid Fees 25225 Tug Services Inbound/Outbound X X Justification/Rmks Re 25225 Tug Services Inbound/Outbound X X Justification/Rmks Re 25226 Increased Security X X Justification/Rmks Re 25227 Taxes/Duties/Customs Taxes/Duties/Customs X X 25228 Line Handling X X 25229 Lunch Services 25220 Launch Services 25221 Sponsor Telephone Charges 25222 Boom Vessel 25223 Sponsor Telephone Charges 25224 Sponsor Telephone Charges 25225 Sponsor Telephone Charges 25226 Dosting/Box Sponsor Personsor Austification/Rmks Re 25227 Sponsor Telephone Charges 25228 Line Prod Charges/Expenses 25229 Sponsor Telephone Charges 25220 Communications 25230 Ship Maintenance and Repair 25231 ABS Classification Costs	25216		7	X		Justification/Rmks Re
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	25231		Inspection/Travel			Justification/Rmks Re
25233 Shipyard Drydocking Justification/Rmks Re	25232	Ship Overhaul				
	25233	Shipyard Drydocking				Justification/Rmks Re

25234	Underwater Hull Maintenance			Justification/Rmks Re
	Industrial Assistance	Assistance/Travel		Justification/Rmks Re
		Assistance/Traver		Justilication/Titriks INE
				Justification/Rmks Re
25236				Justification/Rmks
25257	Government Approved Alterations			Required/Alt #
25237	Alteration Development			Justification/Rmks Required/Alt #
25238	Service and Technical			Justification/Rmks Re
	Representatives			
25239	Repair Parts	Ship/Lighterage	X	Unit of Issue/APL/Part #/NSn/Manuf.
25239	Replacement of Installed			
	Equipment			
	Calibration of Test Equipment	Gauges/Meters/Test Equipment	X	
2523E	Chemical Cleaning of Cargo Holds			
2523F	Industrial Assistance for			Item Number
	Guarantee Work Items			
2523G	Post Shakedown Availability Work Items (NAVSEA)		X	Justification/Rmks Re
25240	Ship Engineering Support Services			
25241	Lube Oils, Chemicals, Testing,	Lube Oils, Chemicals, Testing,		Justification/Rmks Re
	Firefighting Foam Analysis	Firefighting Foam Analysis		
25244	Shipboard Plans and Technical			
31010	Manuals (Turnover Deficiency)			
31010	Ship Equipment and Spare Parts			
31011	Ship Spare Parts		Х	Unit of Issue/APL/Part #/NSn/Manuf.
31012	Non-ADP Controlled Equipment		Х	Unit of Issue/APL/Part #/NSn/Manuf.
31012	Equipment & Purchases			
	COSAL Allowance Changes		Х	Unit of Issue/APL/Part #/NSn/Manuf.
	Fuel			
1005	Propulsion Fuel - DFM (Barrels)		X	
1003	Propulsion Fuel – Bunker MGO		X	
26060	Oils and Chemicals			
26061	Hydraulic Oil and Lubricants	Lube Oil/Hydraulic Oil/Lubricants	X	
26040				
 400 10	Supplies and Material			
	Supplies and Material Medical Supplies			Vendor Name/Part #/NSN/AMAL
				Vendor Name/Part #/NSN/AMAL
26013	Medical Supplies	Crew/Port Capt/Port Eng.	X	1
26013 21010	Medical Supplies Contractor Travel Crew/Port Captain/Engineeer	Crew/Port Capt/Port Eng.	Х	#/NSN/AMAL
26013 21010 21011	Medical Supplies Contractor Travel Crew/Port Captain/Engineeer Travel	Crew/Port Capt/Port Eng.	X	#/NSN/AMAL
26013 21010 21011	Medical Supplies Contractor Travel Crew/Port Captain/Engineeer Travel Other Government Agency	Crew/Port Capt/Port Eng. Fee/Travel	X	#/NSN/AMAL
26013 21010 21011 25350 25355	Medical Supplies Contractor Travel Crew/Port Captain/Engineeer Travel Other Government Agency Fees		X	#/NSN/AMAL From Where to Where
26013 21010 21011 25350 25355	Medical Supplies Contractor Travel Crew/Port Captain/Engineeer Travel Other Government Agency Fees USCG Travel		X	#/NSN/AMAL From Where to Where

Force Protection Officer		X	Justification/Rmks Red
Training			
Freight Charges			
Shipment of Repair Parts, Equipment, Furnishing, Equipage	Ship		Justification/Rmks Re
Other Contractor Provided			
Embarkations/Public Affairs Activities			Justification/Rmks Re
Integrated Logistics Support			
Award Fee			
Other Contractor Provided Services			Justification/Rmks Re
	Training Freight Charges Shipment of Repair Parts, Equipment, Furnishing, Equipage Other Contractor Provided Services Embarkations/Public Affairs Activities Integrated Logistics Support Award Fee Other Contractor Provided	Training Freight Charges Shipment of Repair Parts, Ship Equipment, Furnishing, Equipage Other Contractor Provided Services Embarkations/Public Affairs Activities Integrated Logistics Support Award Fee Other Contractor Provided	Training Freight Charges Shipment of Repair Parts, Equipment, Furnishing, Equipage Other Contractor Provided Services Embarkations/Public Affairs Activities Integrated Logistics Support Award Fee Other Contractor Provided

PM3 PROJECT AND TASK NUMBERS FOR LMSRs

LARGE MEDIUM SPEED ROLL/ON-ROLL/OFF SHIPS

Project #		Project Name	Task#	Task Name
100232	X0409	PM3 X0409 – ARMY PREPO FY02	110100	R/H USNS WATSON
100232	X0409	PM3 X0409 – ARMY PREPO FY02	120100	R/H USNS SISLER
100232	X0409	PM3 X0409 – ARMY PREPO FY02	130100	R/H USNS DAHL
100232	X0409	PM3 X0409 – ARMY PREPO FY02	040100	R/H USNS RED CLOUD
100232	X0409	PM3 X0409 – ARMY PREPO FY02	150100	R/H USNS CHARLTON
100232	X0409	PM3 X0409 – ARMY PREPO FY02	190100	R/H USNS WATKINS
100232	X0409	PM3 X0409 – ARMY PREPO FY02	200100	R/H USNS P0MEROY
100232	X0409	PM3 X0409 – ARMY PREPO FY02	210100	R/H USNS SODERMAN
100233	X0409	PM3 X0409 – ARMY PREPO FY03	110100	R/H USNS WATSON
100233	X0409	PM3 X0409 – ARMY PREPO FY03	120100	R/H USNS SISLER
100233	X0409	PM3 X0409 – ARMY PREPO FY03	130100	R/H USNS DAHL
100233	X0409	PM3 X0409 – ARMY PREPO FY03	040100	R/H USNS RED CLOUD
100233	X0409	PM3 X0409 – ARMY PREPO FY03	150100	R/H USNS CHARLTON
100233	X0409	PM3 X0409 – ARMY PREPO FY03	190100	R/H USNS WATKINS
100233	X0409	PM3 X0409 – ARMY PREPO FY03	200100	R/H USNS P0MEROY
100233	X0409	PM3 X0409 – ARMY PREPO FY03	210100	R/H USNS SODERMAN
100234	X0409	PM3 X0409 – ARMY PREPO FY04	110100	R/H USNS WATSON
100234	X0409	PM3 X0409 – ARMY PREPO FY04	120100	R/H USNS SISLER
100234	X0409	PM3 X0409 – ARMY PREPO FY04	130100	R/H USNS DAHL
100234	X0409	PM3 X0409 – ARMY PREPO FY04	040100	R/H USNS RED CLOUD
100234	X0409	PM3 X0409 – ARMY PREPO FY04	150100	R/H USNS CHARLTON
100234	X0409	PM3 X0409 – ARMY PREPO FY04	190100	R/H USNS WATKINS
100234	X0409	PM3 X0409 – ARMY PREPO FY04	200100	R/H USNS P0MEROY
100234	X0409	PM3 X0409 – ARMY PREPO FY04	210100	R/H USNS SODERMAN

PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE Pos
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

8. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

Changes in Section G - Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,542,304.00 from \$62,093,093.00 to \$64,635,397.00.

CLIN 0002:

CLIN 0004:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$2,505,288.00 from \$2,193,714.00 to \$4,699,002.00

CLIN 0006:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,204,418.00 to \$2,209,706.00

CLIN 0008:

CLIN 0010:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$5,288.00 from \$2,181,849.00 to \$2,187,137.00

CLIN 0012:

AA: 97 X 4930 FD20 252 00033 0 000033 2F00000000000000000000 was increased by \$5,288.00 from \$2,216,917.00 to \$2,222,205.00

CLIN 0014:

CLIN 0016:

AA: 97 X 4930 FD20 252 00033 0 000033 2F00000000000000000 was increased by \$5,288.00 from \$2,350,918.00 to \$2,356,206.00

	. mro*:/**	TO THE COLUMN TO	I. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	ATION/MODIF	TICATION OF CONTRACT	J		1 14
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(If applicable)
P00005	10-Apr-2003	SEE SCHEDULE			
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (If other than item 6)	CC	DDE	
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, S	tate and Zip Code)	9A. AMENDM	ENT OF SO	LICITATION NO.
MAERSK LINE LTD BRAD SAUER 120 CORPORATE BLVD SUITE 400	, 20.20, 20.00, 2	and and aspectation	9B. DATED (S	EE ITEM 11)
NORFOLK VA 23502			X 10A. MOD. OF N00033-02-C	CONTRAC -3201	T/ORDER NO.
			10B. DATED	(SEE ITEM	13)
CODE 4X163	FACILITY COD	E	X 19-Sep-2002		
11	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	CITATIONS		
The above numbered solicitation is amended as set forth in	Item 14. The hour and date	e specified for receipt of Offer	is extended,	is not exte	nded.
or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the sol	RECEIPT OF OFFERS PR ndment you desire to chang- icitation and this amendmen	IOR TO THE HOUR AND DATE SPECIFIED MA e an offer already submitted, such change may be ma	Y RESULT IN ade by telegram or letter,		
See Schedule	A (II required)				
	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	S/ORDERS		
		CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify at	uthority) THE CHANGES SET FORTH IN	N ITEM 14 ARE MA	DE IN THE	
B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORTH				changes in	paying
C. THIS SUPPLEMENTAL AGREEMENT IS E			.103(B).		
D. OTHER CO. 12					
D. OTHER (Specify type of modification and au	thority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) See attached.	ATION (Organized b	y UCF section headings, including solicita	ation/contract subject	: matter	
except as provided herein, all terms and conditions of the docum	ent referenced in Item 9A o	or 10A, as heretofore changed, remains unchanged as	nd in full force and effect.		
5A. NAME AND TITLE OF SIGNER (Type or pr		16A. NAME AND TITLE OF CON KEN ALLEN / CONTRACTING OFFICER			print)
	1	TEL: (202) 685-5531	EMAIL: ken.allen@		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AMERICAN	CA		C. DATE SIGNED
(Signature of person authorized to sign)	-	(Signature of Contracting Offi	icer)	2	9-May-2003

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

- 1. The purpose of this modification is to incorporate and fund CLIN 0017 to the subject contract, to add funding to CLIN 0004, to revise Section B to reflect the addition of CLIN 0017 and changes in Expenditure Types, and to revise Section J, Attachment I to reflect the addition of CLIN 0017 and changes in Expenditure Types.
- 2. Reference is made to MSC letter Ser PM3/LMSR03-0156 dated 16 April 2003 and Ser PM3/LMSR03-0156A dated 01 May 2003 that authorized the purchase of approximately 21,000 barrels of Marine Gas Oil at a price not to exceed \$770,116.42. CLIN 0017 is hereby added to accommodate this purchase, and purchase request number N000333100P3201 adds MSC funding in the amount of \$776,160.00 to CLIN 0017 to cover this expense.
- 3. Reference is made to MSC letters Ser PM3/LMSR03-0159 dated 23 April 2003 that provided authorization to subcontract with Baltimore Marine Industries for additional work items (credit drydocking) and a 45-day extension of the USNS DAHL drydocking availability at a total expense of \$3,284,831.00. Accordingly, MSC funding in the amount of \$4,000,000.00 is herein incorporated under CLIN 0004 to cover aforementioned expenses and other anticipated maintenance expenses.
- 4. The following Purchase Requests add funding to the contract:

PR#	DESCRIPTION	CLIN	<u>AMOUNT</u>
N000333107P3201	WATKINS FUEL	0017	\$776,160.00
N000333111P3201	DAHL DRYDOCKING FY03	0004	\$4,000,000.00

5. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

CLIN 0017 – Price has increased from \$0 by \$776,160.00 to \$776,160.00 CLIN 0004 – Price has increased from \$4,699,002.00 by \$4,000,000.00 to \$8,699,002.00

The following Expenditure Types have been modified/added:

26053 for MGO Fuel has been changed to 10003 26051 DFM Fuel has been changed to 10002 26052 IFO 380 has been changed to 10005 31082 has been added for Force Protection Equipment With Services

6. Changes in Section G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,776,160.00 from \$64,635,397.00 to \$69,411,557.00.

CLIN 0004:

CLIN 0017:

Funding on CLIN 0017 is initiated as follows:

ACRN: AB

Increase: \$776,160.00 Total: \$776,160.00

7. Changes in Section J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Expenditure Type 26053 for MGO Fuel has been changed to 10003
Expenditure Type 26051 DFM Fuel has been changed to 10002
Expenditure Type 26052 IFO 380 has been changed to 10005
Expenditure Type 31082 has been added for Force Protection Equipment With Services

Purchase Order Number N0003302C3201FUEL has been added to accommodate fuel purchases.

8. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

SECTION B - SUPPLIES /SERVICES AND PRICES

FUNDING INFORMATION ONLY

(To be completed by the Government after contract award)

~~~~~		, ,	nent after contract award)	
0001AA 0001AB 0001AC 0001AD	25213 25213 25213	RAV	See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule	<u>\$5,621,700.00</u>
CLIN 0002	USNS	SODERMAN REIMBURS	ABLE COST	<u>\$3,017,034.00</u>
0002AA-0	002BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0003	Exp Type	USNS DAHL FIXED PER	DIEM	<u>\$5,391,700.00</u>
0003AA 0003AB 0003AC			See Rate Schedule See Rate Schedule See Rate Schedule	
<b>CLIN 0004</b>	USNS	DAHL REIMBURSABLE (	COST	<u>\$8,699,002.00</u>
0004AA-0	004BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0005	Exp Type	USNS CHARLTON FIXE	D PER DIEM	\$5,391,700.00
0005AA 0005AB 0005AC			See Rate Schedule See Rate Schedule See Rate Schedule	
<b>CLIN 0006</b>	USNS	CHARLTON REIMBURSA	ABLE COST	\$2,209,706.00
		CHARLTON REIMBURS A Reimbursable Expenses	ABLE COST  See Table of Expend	
	0006BD <b>Exp</b>		See Table of Expend	
0006AA-0	Exp Type 25213 25213	Reimbursable Expenses  RED CLOUD FIXED PER FOS	See Table of Expend	diture Types
0006AA-0 CLIN 0007 0007AA 0007AB	Exp Type 25213 25213 25213	Reimbursable Expenses  RED CLOUD FIXED PER  FOS RAV	See Table of Expend  DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	diture Types
0006AA-0 CLIN 0007  0007AA 0007AB 0007AC CLIN 0008	Exp Type 25213 25213 25213 USNS	Reimbursable Expenses  RED CLOUD FIXED PER  FOS RAV ROS-4	See Table of Expend  DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	\$5,391,700.00 \$2,103,086.00
0006AA-0 CLIN 0007  0007AA 0007AB 0007AC CLIN 0008	Exp Type 25213 25213 25213 USNS 0008BD Exp	Reimbursable Expenses  RED CLOUD FIXED PER  FOS RAV ROS-4  RED CLOUD REIMBURS	See Table of Expendence  DIEM  See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST  See Table of Expendence	\$5,391,700.00 \$2,103,086.00

0009AC	25213	ROS-4	See Rate Schedule	
CLIN 0010	USNS	POMEROY REIMBURSA	BLE COST	<u>\$2,187,137.00</u>
0010AA-0	0010BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0011	Exp Type	USNS SISLER FIXED PE	R DIEM	<u>\$5,391,700.00</u>
0011AA 0011AB 0011AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0012	USNS	SISLER REIMBURSABLE	E COST	\$2,222,205.00
0012AA-0	001 <b>2BD</b>	Reimbursable Expenses	See Table of Expendent	diture Types
CLIN 0013	Exp Type	USNS WATSON FIXED P	ER DIEM	<u>\$5,391,700.00</u>
0013AA 0013AB 0013AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0014	USNS	WATSON REIMBURSABI	LE COST	\$2,477,421.00
0014AA-0	0014BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0015	Exp Type	USNS WATKINS FIXED I	PER DIEM	<u>\$5,391,700.00</u>
0015AA 0015AB 0015AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0016	USNS	WATKINS REIMBURSAB	SLE COST	<u>\$2,356,206.00</u>
0016AA-0	0016BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0017	SPOT	FUEL PURCHASES		<u>\$776,160.00</u>
0017AA 0017AB	10003 10002	MGO Propulsion Fuel DFM		

**REIMBURSABLE SERVICES** - Following are reimbursable type expenses to be used if authorized by the contract or as approved by the Contracting Officer. Reimbursable expense are reimbursable at cost only and reflect actual costs. No indirect costs (i.e. overhead and/or general administrative or profit) shall be added to the costs of the reimbursable items in this section.

# **TABLE OF EXPENDITURE TYPES**

EXP TYPE	SUBCLIN SUFFIX	DESCRIPTION
25216	AA	Reimbursable Predelivery Expenses
25217	AB	Delivery/Redelivery
2521A	AC	War Risk Bonus
2521B	AD	Additional P&I Insurance
2521F	AE	Stevedore Damages
2521H	AF	Additional Crew Wages
25221	AG	Canal Charges
25222	AH	Docking, Line Handling, Agent Fees & Misc Port Charges
25224	AI	Pilot & Towing Fees
25226	AJ	Security/Guard
25229	AK	Launch Services
23331	AM	Shoreside Utility Services (trash, Haz Mat disposal)
25232	AN	Ship Overhaul
25235	AO	Industrial Assistance (incl travel)
25237	AP	Alterations
31011	AQ	Ship Spare Parts
31012	AR	Controlled & Loose Equipage (Ex APDE)
31013	AS	COSAL Allowance Changes
10002	AT	Propulsion Fuel – DFM
10003	AU	MGO
10005	AV	IFO 380
26061	AW	Lubricants & Hydraulic Oil
26062	AX	Chemicals/Paint
21011	AY	Contractor Travel
25341	AZ	SSET Training
25342	BA	Force Protection Officer Training
25288	BB	Award Fee
25284	BC	Public Affairs Activities
2528B	BD	Contract Service not otherwise classified
31082	BE	Force Protection Equipment With Services

#### **SECTION B NOTES:**

- 1. Offerors shall provide rates under the Rate Schedule Attachment to Section B (the file posted on the MSC web page is in Excel format). Offeror shall provide both a hard copy and a disk with its proposed rates and Pricing Forms A, B, C and D.
- 2. The offerors proposed rates shall be stated as "per ship per diem" or "per event" as appropriate to the specific item.
- 3. The USNS SODERMAN has a pre-delivery shipyard orientation (PDO), NUC-1 through NUC-5 (see Section C-2.2.14). This PDO is planned to be 105 days but may be longer if the ship delivery is unexpectedly delayed.
- 4. The PDO period (referenced in paragraph 3 above) is directly reimbursable for crew costs to include wages, lodging, meals and transportation in accordance with Section C-2.2.13. Any other PDO costs (non-crew related expenses, overhead and profit) for NUC-1 through NUC-5 are to be priced in the offeror's PDO incident rate which will be paid as a one time payment precipitated by the onset of NUC-4. The final two phases of the PDO period, (NUC-4 and NUC-5) are anticipated to be a total of 49 days in duration, but may be extended as explained under note 2 above. The pricing related to the PDO period for each new ship is not associated with FOS, ROS or RAV.
- 5. The PDO incident rate price will be evaluated as one incident.
- 6. Payment of the awardee's per diem rate will begin upon completion of PDO (for the SODERMAN). For the remaining seven ships, per diem payment for each ship will begin upon ship delivery. The approximate timeframe for the delivery of the seven LMSR vessels currently under contract is between 01 September and 01 October 2001. During the turnover period, the awardee will be paid its proposed per diem rate for one ship multiplied by the number of ships that have been delivered. Offerors should calculate their proposed per diems accordingly
- 7. Prices submitted for the readiness/manning status category FOS and PDO (and wage/fringe rates negotiated for RAV and ROS) must assume wages applicable to the Service Contract Act (SCA) and wages for which the SCA does not apply, i.e. one rate will apply for both SCA and Non-SCA.
- 8. The number of days identified above for FOS and RAV are for pricing and evaluation purposes only. Any representations to optempo per year are estimates only (Sec C-1.3.2).
- 9. The prices submitted for ROS and RAV will only consider direct costs for expenses other than wages and fringes, as well as indirect costs, G&A and Profit. Crew wages/fringe costs for Reduced Operating Status (ROS) and Repair Availability Status (RAV) will be negotiated on a case by case basis prior to a ship entering ROS/RAV, and will be based on specific crew requirements. Offeror's proposed ROS prices will be evaluated for price reasonableness, however, they will not be considered in the price evaluation for contract award.

#### ATTACHMENT I

## INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

- 1. At a minimum, the following information must appear on the face of each invoice:
  - a. Invoice Number (No more than 18 alphanumeric characters)
  - b. Invoice date (format MM/DD/YYYY)
  - c. Contract Number
  - d. Vessel Name
  - e. Port (if applicable)
  - f. Vessel Status (FOS, RAV, ROS)
  - g. Vessel Project Number
  - h. Vessel Task Number
- 2. A Report of Expenditures is required for every invoice submitted under this contract and must be submitted with the invoice for payment. Any invoice received without this report will be returned to the Contractor. For each Expenditure Type billed under an invoice, the following information will be required. The Tables found on following pages of this attachment provide additional information/instructions.
  - a. CLIN/Purchase Order Number
  - b. Expenditure Type & GLA
  - c. Expenditure Type Description from Contract
  - d. Start of Service (MM/DD/YYYY)
  - e. End of Service (MM/DD/YYYY)
  - f. Amount in Dollars
  - g. Foreign Currency (if paid in foreign currency)
  - h. Amount in Foreign Currency (if paid in foreign currency)
  - i. Description Breakdown (if required by Table)
  - j. Quantity (hours, days, events) (if required by Table)
  - k. Premium Paid (if required by Table)
  - 1. Remarks/Justification (if required by the Table)
- 3. For contracts with budgeted reimbursables, the Contractor will submit a Report of Expenditures within five business days of the end of each month for budgeted reimbursables. This report will detail each transaction within an Expenditure Type incurred during the previous month. This report shall provide the data required in 2 (a) through (l) above.

EXP	CLIN/EXPENDITURE DESCRIPTION	DESCRIPTION	QUANTIY		A ADDITIONAL DATA REQUIRED
25210	Fixed Ship Per Diem				
25213	Per Diem Rates	FOS/ROS/RAV/Pre- delivery	Х		Justification/Rmks Required
25210	Reimbursable Operating Costs				
25216	Pre-Delivery Orientation/Familiarization Crew Wages, Subsistence and Lodging	?	X		Justification/Rmks Required
25218	ROS Direct Expenses				Justification/Rmks Required
2521A	War Risk Bonuses and Extra Wages				Justification/Rmks Required
2521B	Additional P&I Insurance		Х		Justification/Rmks Required
	Legal Expenses for Claims		Х		Justification/Rmks Required
2521D	Merchant Marine Cadet Wages/Travel				
2521F	Stevedore Damage		X		
2521G	Crew Overtime to Support Sponsor Operations		Х		Justification/Rmks Required
2521H	Additional Personnel Requirements During Industrial Assistance	?			Justification/Rmks Required
2521H	Additional Crewing				
2521H	Storekeeper Wages/Fringe Benefits				
2521L	Food Service (Sponsor Personnel)				
25220	Port Charges and Expenses				
25221	Canal Tolls	Suez/ Panama			Justification/Rmks Required
	Docking/Dockage			X	
25223	Agent Fees				
25224	Pilot Fees			X	Justification/Rmks Required
25225	Tug Services	Inbound/Outbound	X	Х	Justification/Rmks Required/#hours
25226	Increased Security		Х	Х	Justification/Rmks Required
25227	Taxes/Duties/Customs	Taxes/Duties/Customs		X	
25228	Line Handling			X	
25229	Launch Services	_			
2522A	Hazardous Material Disposal				Justification/Rmks Required
2522C	Oil Spill Response				Justification/Rmks Required
2522D	Trash Disposal				
2522E	Boom Vessel				Justification/Rmks Required

2522G				Х	Justification/Rmks
	Material				Required
2522J	Sponsor Telephone Charges				Justification/Rmks Required
2522k	Other Port	Postage/Petties/ Shore			Justification/Rmks
	Charges/Expenses	Service			Required
23320	Communications				
23321	INMARSAT (Minutes)				
25230	Ship Maintenance and				
	Repair				
25231	ABS Classification Costs	Inspection/Travel			Justification/Rmks Required
25232	Ship Overhaul				
25233	Shipyard Drydocking				Justification/Rmks Required
25234	Underwater Hull				Justification/Rmks
	Maintenance				Required
25235	Industrial Assistance	Assistance/Travel			Justification/Rmks
					Required
25235	Salvage Assistance				
25236	Propeller Polishing				Justification/Rmks Required
25237	Government Approved				Justification/Rmks
	Alterations				Required/Alt #
25237	Alteration Development				Justification/Rmks Required/Alt #
25238	Service and Technical				Justification/Rmks
	Representatives				Required
25239	Repair Parts	Ship/Lighterage	X		Unit of Issue/ APL/Part #/ NSn/ Manuf.
25239	Replacement of Installed Equipment				
2523D	Calibration of Test Equipment	Gauges/Meters/Test Equipment	Х		
2523E	Chemical Cleaning of Cargo Holds				
2523F	Industrial Assistance for Guarantee Work Items				Item Number
2523G	Post Shakedown Availability Work Items (NAVSEA)		Х		Justification/Rmks Required
25240	Ship Engineering Support Services				
25241	Lube Oils, Chemicals, Testing, Firefighting Foam	Lube Oils, Chemicals, Testing, Firefighting			Justification/Rmks Required
	Analysis	Foam Analysis			
25244	Shipboard Plans and Technical Manuals (Turnover Deficiency)				
31010	Ship Equipment and Spare				
	Parts				
31011	Ship Spare Parts		Х		Unit of Issue /APL/Part #/NSn/Manuf.

04040	N. ADD O to - U. d		· · · · · · · · · · · · · · · · · · ·	I I I at a f I a a va I
31012	Non-ADP Controlled		X	Unit of Issue/
	Equipment			APL/Part #/
				NSn/Manuf.
31012				
31013	COSAL Allowance Changes		X	Unit of Issue/
				APL/Part # /
				NSn/Manuf.
31082	Force Protection Equipment		X	Justification/Rmks
0.1002	With Services			Required
	Fuel			rtoquilou
10002	Propulsion Fuel - DFM		Х	
10002			^	
10000	(Barrels)			
10003	Propulsion Fuel – Bunker		X	
	MGO			
10004	IFO 180			
10005	IFO 380			
26060	Oils and Chemicals			
26061	Hydraulic Oil and Lubricants	Lube Oil/Hydraulic	Х	
	-	Oil/Lubricants		
26010	Supplies and Material			
26013	Medical Supplies			Vendor Name/Part
200.0	Modredi Cappilloc			#/ NSN/AMAL
21010	Contractor Travel			#/ NOIN/ WINCE
21011	Crew/Port	Crew/Port Capt/Port	X	From Where to
21011		,	^	
05050	Captain/Engineeer Travel	Eng.		Where
25350	Other Government Agency			
	Fees			
25355	USCG Travel	Fee/Travel		Justification/Rmks
				Required
25130	Training			
25131	Additional Government		X	Justification/Rmks
	Required Training			Required
25340	Force Protection Training			
25342	Force Protection Officer		Х	Justification/Rmks
	Training		:	Required
22010	Freight Charges			
22011	Shipment of Repair Parts,	Ship		Justification/Rmks
	Equipment, Furnishing,	JP		Required
	Equipage		·	rtoquirou
25280	Other Contractor Provided			
23200	Services			
25284	Embarkations/Public Affairs			lugtification/Date
20204	1			Justification/Rmks
0.500=	Activities			Required
25287	Integrated Logistics Support			
25288	Award Fee			
2528B	Other Contractor Provided			Justification/Rmks
	Services			Required

# PM3 PROJECT AND TASK NUMBERS FOR LMSRs LARGE MEDIUM SPEED ROLL/ON-ROLL/OFF SHIPS

Project #		Project Name	Task#	Task Name
100232	X0409	PM3 X0409 – ARMY PREPO FY02	110100	R/H USNS WATSON
100232	X0409	PM3 X0409 – ARMY PREPO FY02	120100	R/H USNS SISLER
100232	X0409	PM3 X0409 – ARMY PREPO FY02	130100	R/H USNS DAHL
100232	X0409	PM3 X0409 – ARMY PREPO FY02	040100	R/H USNS RED CLOUD
100232	X0409	PM3 X0409 – ARMY PREPO FY02	150100	R/H USNS CHARLTON
100232	X0409	PM3 X0409 – ARMY PREPO FY02	190100	R/H USNS WATKINS
100232	X0409	PM3 X0409 – ARMY PREPO FY02	200100	R/H USNS P0MEROY
100232	X0409	PM3 X0409 – ARMY PREPO FY02	210100	R/H USNS SODERMAN
100233	X0409	PM3 X0409 – ARMY PREPO FY03	110100	R/H USNS WATSON
100233	X0409	PM3 X0409 – ARMY PREPO FY03	120100	R/H USNS SISLER
100233	X0409	PM3 X0409 – ARMY PREPO FY03	130100	R/H USNS DAHL
100233	X0409	PM3 X0409 – ARMY PREPO FY03	040100	R/H USNS RED CLOUD
100233	X0409	PM3 X0409 – ARMY PREPO FY03	150100	R/H USNS CHARLTON
100233	X0409	PM3 X0409 – ARMY PREPO FY03	190100	R/H USNS WATKINS
100233	X0409	PM3 X0409 – ARMY PREPO FY03	200100	R/H USNS POMEROY
100233	X0409	PM3 X0409 – ARMY PREPO FY03	210100	R/H USNS SODERMAN
100234	X0409	PM3 X0409 – ARMY PREPO FY04	110100	R/H USNS WATSON
100234	X0409	PM3 X0409 – ARMY PREPO FY04	120100	R/H USNS SISLER
100234	X0409	PM3 X0409 – ARMY PREPO FY04	130100	R/H USNS DAHL
100234	X0409	PM3 X0409 – ARMY PREPO FY04	040100	R/H USNS RED CLOUD
100234	X0409	PM3 X0409 – ARMY PREPO FY04	150100	R/H USNS CHARLTON
100234	X0409	PM3 X0409 – ARMY PREPO FY04	190100	R/H USNS WATKINS
100234	X0409	PM3 X0409 – ARMY PREPO FY04	200100	R/H USNS P0MEROY
100234	X0409	PM3 X0409 – ARMY PREPO FY04	210100	R/H USNS SODERMAN

# PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
FUEL PURCHASES	N0003302C3201FUEL

N00033-02-C-3201 U00007 Page 13 of 13

AMENDMENT OF SOLICITA	ATION/MODIFI	ICATION OF CONTRACT		I. CONTRACT	ID CODE	PAGE 1	OF 	PAGES 24
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		<u> </u>	5. PROJECT	NO.(If app	licab	ole)
P00007	11-Jul-2003	SEE SCHEDULE						
6. ISSUED BY CODE	N62383	7. ADMINISTERED BY (If other than item 6)		CO	DE NOOC	33	_	
MILITARY SEALIFT COMMAND, N10: 914 CHARLES MORRIS COURT SE 140 SYLVESTER ROAD, BLDG 139 SAN DIEGO CA 92106-3521  MILITARY SEALIFT COMMAND, N10: 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 2038								
8. NAME AND ADDRESS OF CONTRACTOR (	No., Street, County, Sta	ite and Zip Code)	9,4	A. AMENDMI	ENT OF SOI	ICITATI	ON	NO.
120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				B. DATED (SI				
				A. MOD. OF 00033-02-C-			3 N	O.
CODE AVION				B. DATED ( 9-Sep-2002	SEE ITEM 1	3)		
CODE 4X163	FACILITY CODE	E		<u>-</u>				
The above numbered solicitation is amended as set forth in		- ··		extended,	is not exter			
Offer must acknowledge receipt of this amendment prior t					IS HOL EXICI	ucu.		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refer RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this amer provided each telegram or letter makes reference to the sol	copies of the amendment; ence to the solicitation and at RECEIPT OF OFFERS PRIC ndment you desire to change	(b) By acknowledging receipt of this amendment or mendment numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be mad	each co WLEDO RESUL	opy of the offer s GMENT TO BE LT IN egram or letter,	ubmitted;			
12. ACCOUNTING AND APPROPRIATION DAT See Schedule	A (If required)				·			
	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS/	ORDE	RS.				
		CT/ORDER NO. AS DESCRIBED IN ITE						
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify aut	chority) THE CHANGES SET FORTH IN	ITEM	14 ARE MA	DE IN THE			
X B. THE ABOVE NUMBERED ('ONTRACT/OF office, appropriation date, etc.) SET FORTH	IN ITEM 14, PURSUA	NT TO THE AUTHORITY OF FAR 43.1	CHAN( 03(B).	GES (such as	changes in p	aying		
C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURS	UANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and au	thority)							
E. IMPORTANT: Contractor X is not,				to the issuing				
14. DESCRIPTION OF AMENDMENT/MODIFIC. where feasible.) SEE ATTACHED.  Except as provided herein, all terms and conditions of the documents.  15A. NAME AND TITLE OF SIGNER (Type or principle).	ent referenced in Item 9A or		in full f RACT	force and effect.	ER (Type or p	orint)		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC.	A		160	DATE:	SIG	NED
		ВУ		. E was some				
(Signature of person authorized to sign)		(Signature of Contracting Office			16	6-Jul <b>-</b> 200	3	

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### SUMMARY OF CHANGES

- 1. The purpose of this modification is to add funding to CLINs 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for the overhaul and dry docking of the USNS WATSON, for various parts, equipment and supplies for the LMSRs, and for port services for the USNS SODERMAN, USNS DAHL, USNS CHARLTON, USNS RED CLOUD, USNS POMEROY, USNS SISLER and the USNS WATSON, and to revise Section J, Attachment I to reflect a purchase order number correction.
- 2. Reference is made to MSC letters Ser PM3/LMSR03-0189 dated 14 May 2003, Ser PM3/LMSR03-0230 dated 20 June 2003, and Ser PM3/LMSR03-0231 dated 24 June 2003 that respectively provided authorization to purchase Wartsila Shaft Seals for the USNS WATSON at a total expense of \$129,206.00, synthetic mooring lines for the USNS WATSON at a total expense of \$81,726.00, and the upcoming Mission Readiness Availability for the USNS WATSON at a not to exceed price of \$3,584,701.00. Accordingly, Purchase Request N000333134P3201 incorporates MSC funding in the amount of \$5,500,000.00 under CLIN 0014 to fund these expenses and other anticipated maintenance expenses.
- 3. Reference is made to MSC letter Ser PM3/LMSR03-0199 dated 04 June 2003 which provided authorization for the purchase of Motorola Ht1250 UHF radios and accessories for all eight LMSRs under contract N00033-02-C-3201 in the total amount of \$54,216.00 (\$6,777.00 per ship). Accordingly, MSC funding in the amount of \$6,777.00 is herein incorporated into each of the following CLINs as follows:

PR#	DESCRIPTION	CLIN	AMOUNT
N000333146P3L8	SODERMAN FP RADIOS	0002	\$6,777.00
N000333146P3L3	DAHL FP RADIOS	0004	\$6,777.00
N000333146P3L5	CHARLTON FP RADIOS	0006	\$6,777.00
N000333146P3L4	RED CLOUD FP RADIOS	8000	\$6,777.00
N000333146P3L7	POMEROY FP RADIOS	0010	\$6,777.00
N000333146P3L2	SISLER FP RADIOS	0012	\$6,777.00
N000333146P3L1	WATSON FP RADIOS	0014	\$6,777.00
N000333146P3L6	WATKINS FP RADIOS	0016	\$6,777.00

- 4. Funding in the amount of \$7,000.00 is hereby incorporated into CLIN 0014 in anticipation of additional funds required for medical supplies aboard the USNS WATSON. Purchase Request N000333163P3L1 applies.
- 5. Reference is made to MSC letter Ser PM3/LMSR03-0227 dated 20 June 2003 which authorized the purchase of Wartsila Shaft Seals for the USNS RED CLOUD's upcoming emergency dry docking. Accordingly, MSC funding in the amount of \$250,000.00 is incorporated into CLIN 0008 to afford this expense and other anticipated maintenance expenses. Purchase Request N000333171P3201 applies.
- 6. Reference is made to MSC letter Ser PM3/LMSR03-0250 dated 14 July 2003 which authorized the purchase of exercise equipment for the USNS DAHL in the amount not to exceed \$6,799.00. Accordingly, MSC funding in the amount of \$7,000.00 is incorporated into CLIN 0004 via Purchase Request N000333191P3201.
- 7. In accordance with the table below, funding in the amount of \$1,000,000.00 is hereby incorporated into CLIN 0002, CLIN 0004, CLIN 0006, CLIN 0008, CLIN 0010, CLIN 0012, and CLIN 0014 respectively for a total funding increase of \$7,000,000.00 in anticipation of additional funds required for port services.

PR#	DESCRIPTION	CLIN	AMOUNT
N000333190P327	SODERMAN PORT CHARGES	0002	\$1,000,000.00
N000333190P323	DAHL PORT CHARGES	0004	\$1,000,000.00
N000333190P325	CHARLTON PORT CHARGES	0006	\$1,000,000.00

N000333190P324	RED CLOUD PORT CHARGES	0008	\$1,000,000.00
N000333190P326	POMEROY PORT CHARGES	0010	\$1,000,000.00
N000333190P322	SISLER PORT CHARGES	0012	\$1,000,000.00
N000333190P321	WATSON PORT CHARGES	0014	\$1,000,000.00

#### 8. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$12,818,216.00 from \$247,197,897.08 to \$260,016,113.08.

9. Changes in Section B – As a result of this funding action, the CLIN values have been revised as follows:

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **CLIN 0002**

The unit price amount has increased by \$1,006,777.00 from \$3,104,420.00 to \$4,111,197.00. The total cost of this line item has increased by \$1,006,777.00 from \$3,104,420.00 to \$4,111,197.00.

#### **CLIN 0004**

The unit price amount has increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00. The total cost of this line item has increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00.

#### **CLIN 0006**

The unit price amount has increased by \$1,006,777.00 from \$2,291,629.00 to \$3,298,406.00. The total cost of this line item has increased by \$1,006,777.00 from \$2,291,629.00 to \$3,298,406.00.

#### **CLIN 0008**

The unit price amount has increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00. The total cost of this line item has increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00.

#### **CLIN 0010**

The unit price amount has increased by \$1,006,777.00 from \$2,272,058.00 to \$3,278,835.00. The total cost of this line item has increased by \$1,006,777.00 from \$2,272,058.00 to \$3,278,835.00.

#### **CLIN 0012**

The unit price amount has increased by \$1,006,777.00 from \$2,327,228.00 to \$3,334,005.00. The total cost of this line item has increased by \$1,006,777.00 from \$2,327,228.00 to \$3,334,005.00.

# **CLIN 0014**

The unit price amount has increased by \$6,513,777.00 from \$2,691,172.00 to \$9,204,949.00. The total cost of this line item has increased by \$6,513,777.00 from \$2,691,172.00 to \$9,204,949.00.

#### CLIN 0016

The unit price amount has increased by \$6,777.00 from \$2,436,208.00 to \$2,442,985.00. The total cost of this line item has increased by \$6,777.00 from \$2,436,208.00 to \$2,442,985.00.

#### The following has been modified:

## **CLIN DATA/EXPEND TYPE TABLE**

# SECTION B – SUPPLIES /SERVICES AND PRICES

# FUNDING INFORMATION ONLY (To be completed by the Government after contract award)

	(To be completed by the Government after contract award)					
CLIN 0001 0001AA 0001AB 0001AC 0001AD	25213	RAV	See Rate Schedule	<u>\$5,621,700.00</u>		
<b>CLIN 0002</b>	USNS	SODERMAN REIMBURS	ABLE COST	<u>\$4,111,197.00</u>		
0002AA-0	0002BD	Reimbursable Expenses	See Table of Expend	diture Types		
CLIN 0003	Exp Type	USNS DAHL FIXED PER	DIEM	<u>\$5,391,700.00</u>		
0003AA 0003AB 0003AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule			
<b>CLIN 0004</b>	USNS	DAHL REIMBURSABLE	COST	<u>\$10,412,220.00</u>		
0004AA-0	0004BD	Reimbursable Expenses	See Table of Expend	diture Types		
CLIN 0005	Exp Type	USNS CHARLTON FIXE	D PER DIEM	<u>\$5,391,700.00</u>		
0005AA 0005AB 0005AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule			
<b>CLIN 0006</b>	USNS	CHARLTON REIMBURS	ABLE COST	\$3,298,406.00		
0006AA-0	006BD	Reimbursable Expenses	See Table of Expend	diture Types		
CLIN 0007	Exp Type	RED CLOUD FIXED PER	DIEM	<u>\$5,391,700.00</u>		
0007AA 0007AB 0007AC	25213	RAV	See Rate Schedule See Rate Schedule See Rate Schedule			
<b>CLIN 0008</b>	USNS	RED CLOUD REIMBURS	ABLE COST	<u>\$3,411,262.00</u>		
0008AA-0	0008BD	Reimbursable Expenses	See Table of Expen	diture Types		
CLIN 0009	Exp Type	USNS POMEROY FIXED	PER DIEM	\$5,391,700.00		
0009AA 0009AB	25212	FOS	See Rate Schedule			

0009AC	25213	ROS-4	See Rate Schedule	
CLIN 0010	USNS	POMEROY REIMBURSA	ABLE COST	<u>\$3,278,835.00</u>
0010AA-0	0010BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0011	Exp Type	USNS SISLER FIXED PE	R DIEM	<u>\$5,391,700.00</u>
0011AA 0011AB 0011AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0012	USNS	SISLER REIMBURSABL	E COST	<b>\$3,334,005.00</b>
0012AA-0	0012BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0013	Exp Type	USNS WATSON FIXED I	PER DIEM	<u>\$5,391,700.00</u>
0013AA 0013AB 0013AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0014	USNS	WATSON REIMBURSAB	LE COST	\$9,204,949.00
0014AA-0	001 <b>4BD</b>	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0015	Exp Type	USNS WATKINS FIXED	PER DIEM	<u>\$5,391,700.00</u>
0015AA 0015AB 0015AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
<b>CLIN 0016</b>	USNS	WATKINS REIMBURSAL	BLE COST	<u>\$2,442,985.00</u>
0016AA-0	0016BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0017	SPOT	FUEL PURCHASES		<u>\$776,160.00</u>
0017AA 0017AB	10003 10002	MGO Propulsion Fuel DFM		

#### 10. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$12,818,216.00 from \$70,815,403.00 to \$83,633,619.00.

CLIN 0002:

CLIN 0004:

AA: 97 X 4930 FD20 252 00033 0 000033 2F00000000000000000 was increased by \$1,013,777.00 from \$9,398,443.00 to \$10,412,220.00

CLIN 0006:

CLIN 0008:

AA: 97 X 4930 FD20 252 00033 0 000033 2F00000000000000000000 was increased by \$1,256,777.00 from \$2,154,485.00 to \$3,411,262.00

CLIN 0010:

CLIN 0012:

CLIN 0014:

CLIN 0016:

# 11. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Change in Section J - Attachment I, Invoice Requirements/Report of Expenditures

Purchase order number N0003302C3201FUEL is changed to N0003302C3201FLWAK01.

# ATTACHMENT I

# INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

# PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
FUEL PURCHASES	N0003302C3201FLWAK01

^{12.} All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

AMENDMENT OF COL	LOTT	ATIONIMODIE	ELCATION OF CONTRACT		1. CONTRACT ID COI	DE	PAGE OF PAGES
AMENDMENT OF SOI	лсн	ATTON/MODIF	FICATION OF CONTRACT		J		1 27
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PR	OJECT N	O.(If applicable)
P00008		22-Jul-2003	SEE SCHEDULE				
6. ISSUED BY	ODE	N00033	7. ADMINISTERED BY (If other than item 6)		CODE		
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540			See Item 6		·		
9 NAME AND ADDRESS OF CONTRA	CTOR	No Street County St	toto and Zin Codo)	·	9A. AMENDMENT O	E SOLI	CITATION NO
8. NAME AND ADDRESS OF CONTRA MAERSK LINE LTD	CIOK	(No., Street, County, S	tate and Zip Code)		A. AMENDMENT O	r soli	JITATION NO.
120 CURPORATE BLVD SUITE 400 NORFOLK VA 23502					9B. DATED (SEE ITE	M 11)	
				Х	10A. MOD. OF CONT N00033-02-C-3201	RACT/	ORDER NO.
					10B. DATED (SEE IT	TEM 13	)
CODE 4X163		FACILITY COD		] X	19-Sep-2002		
			APPLIES TO AMENDMENTS OF SOLI	ICIT2		-	
The above numbered solicitation is amended as			e specified for receipt of Offer d in the solicitation or as amended by one of the foll	Ш		ot extende	;d.
RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER. If by virtue of the control of the con	ides a refe FOR THE of this arme e to the so	rence to the solicitation and a RECEIPT OF OFFERS PRI indiment you desire to change licitation and this amendmen	at; (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR ACKN OR TO THE HOUR AND DATE SPECIFIED MAe an offer already submitted, such change may be mut, and is received prior to the opening hour and date	NOWL AY RE nade by	EDGMENT TO BE SULT IN telegram or letter,	l; 	
See Schedule		(/					
13.	THIS IT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	S/OR	DERS.		
	PURSU		CT/ORDER NO. AS DESCRIBED IN IT athority) THE CHANGES SET FORTH IT			THE	
B. THE ABOVE NUMBERED CONTR	ACT/O	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE ANT TO THE AUTHORITY OF FAR 43.	1030	ANGES (such as change	s in pay	/ing
C. THIS SUPPLEMENTAL AGREEME				.105(	<i>D)</i> .		
D. OTHER (Specify type of modificatio	n and au	thority)					
E IMPORTANTE CL. 4		<del></del>					
			n this document and return 1	_	ies to the issuing office		
14. DESCRIPTION OF AMENDMENT/M where feasible.) SEE ATTACHED.	ODIFIC	ATION (Organized by	VICF section headings, including solicita	ation/	contract subject matter		
except as provided herein, all terms and conditions of	the docum	ent referenced in Itam 0.4 ~~	r 10 A as heretefore shape - 1	_1 :- °	tell fames and affice		
5A. NAME AND TITLE OF SIGNER (Ty			16A. NAME AND TITLE OF CON KEN ALLEN / CONTRACTING OFFICER			e or pri	nt)
			TEL: (202) 685-5531		EMAIL: kenneth.allen@navy	r.mil	
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	CA		16C. I	DATE SIGNED
			BY		the same of the sa	26.4	Aug-2003
(Signature of person authorized to sign	)	-	(Signature of Contracting Office	icer)		20-7	rug-2003

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

# SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## **SUMMARY OF CHANGES**

**A.** The purpose of this modification is to make a no-cost change to Section C-3.3.1, to add funding to CLINs 0002, 0004, 0006, 0008, 0010, 0012, 0014, and 0016 for various repairs and services, and to create CLIN 0018, incorporating funding for a commercial fuel purchase for the USNS WATSON. These actions are as outlined below.

#### 1. SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$17,925,600.00 from \$260,016,113.08 to \$277,941,713.08.

#### 2. SECTION B - SUPPLIES OR SERVICES AND PRICES

- a. Reference is made to MSC letter Ser PM3/LMSR03-0252 dated 16 July 2003, which provided authorization for repair service to the gas turbine blading of the USNS WATKINS at a total expense of \$323,932.00. Accordingly, Purchase Request N000333195P3201 incorporates MSC funding under CLIN 0016 in the amount of \$300,000.00 to supplement existing funding available for this expense.
- b. Reference is made to MSC letter Ser PM3/LMSR03-0225A dated 26 June 2003 which provided authorization for the USNS WATKINS' dry docking and mission readiness availability (MRA) at a not to exceed price of \$1,278,482.50 AUD (approximately \$848,899.60 USD). Accordingly, Purchase Request N000333176P3209 incorporates MSC funding under CLIN 0016 in the amount of \$1,000,000.00 to fund this expense and other anticipated maintenance expenses.
- c. Reference is made to MSC letter Ser PM3/LMSR03-0258 dated 18 July 2003, which provided authorization for the USNS POMEROY's MRA at a not to exceed price of \$1,082,359.10 AUD (approximately \$732,627.23 USD). Accordingly, Purchase Request N000333196P3201 incorporates MSC funding in the amount of \$1,000,000.00 under CLIN 0010 to fund this expense and other anticipated maintenance expenses.
- d. Reference is made to MSC letter Ser PM3/LMSR03-0275 dated 30 July 2003, which provided authorization for the USNS SISLER's MRA at a not to exceed price of \$1,764,732.00. Accordingly, Purchase Request N000333209P3203 incorporates MSC funding in the amount of \$2,000,000.00 under CLIN 0012 to fund this expense and other anticipated maintenance expenses.
- e. Reference is made to MSC letter Ser PM3/LMSR03-0279 dated 01 August 2003, which provided authorization for the two-ship award of the USNS RED CLOUD's emergent dry docking and the USNS CHARLTON's regular overhaul and dry docking. Authorization for the USNS RED CLOUD is not to exceed \$2,240,828.00 and for the USNS CHARLTON is not to exceed \$4,846,012.00, for a total not to exceed \$7,086,840.00 for the two-ship package. Accordingly, Purchase Request N000333209P3201 incorporates MSC funding in the amount of

- \$2,500,000.00 under CLIN 0008 to fund the USNS RED CLOUD dry docking and other anticipated maintenance expenses. Purchase Request N000333209P3202 incorporates MSC funding in the amount of \$6,500,000.00 into CLIN 0006 to fund the USNS CHARLTON overhaul and dry docking and other anticipated maintenance expenses.
- f. Funding in the amount of \$300,000.00 and \$250,000.00 is hereby incorporated into CLIN 0014 in anticipation of additional funds required for maintenance and repair and crew overtime, respectively, aboard the USNS WATSON. Purchase Request N000333191P3202 applies for a total increase of \$550,000.00.
- g. Funding in the amount of \$1,000,000.00 is hereby incorporated into CLIN 0016 in anticipation of additional funds required for port services for the USNS WATKINS. Purchase Request N000333190P328 applies.
- h. In accordance with the table below, funding in the amount of \$85,000.00 is hereby incorporated into CLIN 0002, CLIN 0004, CLIN 0006, CLIN 0008, CLIN 0010, CLIN 0012, CLIN 0014, and CLIN 0016 respectively for a total funding increase of \$680,000.00 in anticipation of additional funds required for security teams onboard the eight ships.

PR#	DESCRIPTION	CLIN	AMOUNT
N000333197P327	SODERMAN SECURITY TEAMS	0002	\$85,000.00
N000333197P323	DAHL SECURITY TEAMS	0004	\$85,000.00
N000333197P325	CHARLTON SECURITY TEAMS	0006	\$85,000.00
N000333197P324	RED CLOUD SECURITY TEAMS	8000	\$85,000.00
N000333197P326	POMEROY SECURITY TEAMS	0010	\$85,000.00
N000333197P322	SISLER SECURITY TEAMS	0012	\$85,000.00
N000333197P321	WATSON SECURITY TEAMS	0014	\$85,000.00
N000333197P328	WATKINS SECURITY TEAMS	0016	\$85,000.00

i. In anticipation of TRANSALT LMSR 022 for the USNS SODERMAN, USNS DAHL, USNS CHARLTON, USNS RED CLOUD, USNS POMEROY, USNS SISLER, USNS WATSON, and USNS WATKINS under contract N00033-02-C-3201, the total amount of \$999,400.00 (see table below for amount per ship) is incorporated into the contract. **This does not give Maersk Line, Limited authorization to proceed with the aforementioned TRANSALT.** Accordingly, MSC funding in the total amount of \$999,400.00 is herein incorporated into the contract as follows:

PR#	DESCRIPTION	CLIN	AMOUNT
N000333177P3201	SODERMAN MCCS UPGRADE	0002	\$29,400.00
N000333176P3203	DAHL MCCS UPGRADE	0004	\$138,572.00
N000333176P3205	CHARLTON MCCS UPGRADE	0006	\$138,571.00
N000333176P3204	RED CLOUD MCCS UPGRADE	8000	\$138,571.00
N000333176P3207	POMEROY MCCS UPGRADE	0010	\$138,571.00
N000333176P3202	SISLER MCCS UPGRADE	0012	\$138,572.00
N000333176P3201	WATSON MCCS UPGRADE	0014	\$138,572.00

N000333176P3206 WATKINS MCCS UPGRADE

0016

\$138,571.00

- j. Reference is made to MSC letter Ser PM3/LMSR03-0286 dated 07 August 2003, which authorized the purchase of Marine Gas Oil in the amount of \$1,396,200.00. Accordingly, CLIN 0018 is created and Purchase Request N000333218P322 incorporates MSC funding in the amount of \$1,396,200.00 to fund this expense. For invoicing purposes, Purchase Order No. N0003302C3201FLWAT01 and Expenditure Type 10003 apply (See also changes to Section J Attachment I).
- k. As a result of these funding actions, the CLIN values have been revised as follows:

#### **CLIN 0002**

The unit price amount has increased by \$114,400.00 from \$4,111,197.00 to \$4,225,597.00. The total cost of this line item has increased by \$114,400.00 from \$4,111,197.00 to \$4,225,597.00.

## **CLIN 0004**

The unit price amount has increased by \$223,572.00 from \$10,412,220.00 to \$10,635,792.00. The total cost of this line item has increased by \$223,572.00 from \$10,412,220.00 to \$10,635,792.00.

#### **CLIN 0006**

The unit price amount has increased by \$6,723,571.00 from \$3,298,406.00 to \$10,021,977.00. The total cost of this line item has increased by \$6,723,571.00 from \$3,298,406.00 to \$10,021,977.00.

#### **CLIN 0008**

The unit price amount has increased by \$2,723,571.00 from \$3,411,262.00 to \$6,134,833.00. The total cost of this line item has increased by \$2,723,571.00 from \$3,411,262.00 to \$6,134,833.00.

### **CLIN 0010**

The unit price amount has increased by \$1,223,571.00 from \$3,278,835.00 to \$4,502,406.00. The total cost of this line item has increased by \$1,223,571.00 from \$3,278,835.00 to \$4,502,406.00.

#### **CLIN 0012**

The unit price amount has increased by \$2,223,572.00 from \$3,334,005.00 to \$5,557,577.00. The total cost of this line item has increased by \$2,223,572.00 from \$3,334,005.00 to \$5,557,577.00.

#### **CLIN 0014**

The unit price amount has increased by \$773,572.00 from \$9,204,949.00 to \$9,978,521.00. The total cost of this line item has increased by \$773,572.00 from \$9,204,949.00 to \$9,978,521.00.

# **CLIN 0016**

The unit price amount has increased by \$2,523,571.00 from \$2,442,985.00 to \$4,966,556.00. The total cost of this line item has increased by \$2,523,571.00 from \$2,442,985.00 to \$4,966,556.00.

1. The following has been modified:

CLIN DATA/EXPEND TYPE TABLE

# SECTION B – SUPPLIES /SERVICES AND PRICES

# **FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

	Exp	o be completed by the Gover	innent after contract av	vaiu)
<b>CLIN 0001</b>	Type	USNS SODERMAN FIXE		<b>\$5,621,700.00</b>
0001AA	25213		See Rate Schedule	
0001AB			See Rate Schedule	
0001AC	25213	ROS-4	See Rate Schedule	
0001AD	25213	PDO INCIDENT	See Rate Schedule	
CLIN 0002	USNS	SODERMAN REIMBURS	ABLE COST	<u>\$4,225,597.00</u>
0002AA-0	0002BD	Reimbursable Expenses	See Table of Expen	diture Types
	Exp			
CLIN 0003	Type	USNS DAHL FIXED PER	DIEM	<u>\$5,391,700.00</u>
0003AA	25213	FOS	See Rate Schedule	
0003AB			See Rate Schedule	
0003AC	25213	ROS-4	See Rate Schedule	
<b>CLIN 0004</b>	USNS	DAHL REIMBURSABLE	COST	\$10,635,792.00
0004AA-0	004BD	Reimbursable Expenses	See Table of Expen	diture Types
	Exp		•	•
0004AA-0	Exp	Reimbursable Expenses  USNS CHARLTON FIXE	•	<u>\$5,391,700.00</u>
	Exp Type	USNS CHARLTON FIXE	D PER DIEM	•
CLIN 0005 0005AA 0005AB	Exp Type 25213 25213	USNS CHARLTON FIXE FOS RAV	D PER DIEM  See Rate Schedule	•
CLIN 0005 0005AA	Exp Type 25213 25213	USNS CHARLTON FIXE FOS RAV	D PER DIEM	•
CLIN 0005 0005AA 0005AB	Exp Type 25213 25213 25213	USNS CHARLTON FIXE FOS RAV	D PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	•
CLIN 0005  0005AA 0005AB 0005AC  CLIN 0006	Exp Type 25213 25213 25213 USNS	USNS CHARLTON FIXE FOS RAV ROS-4	D PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	\$5,391,700.00 \$10,021,977.00
CLIN 0005  0005AA 0005AB 0005AC  CLIN 0006	Exp Type 25213 25213 25213 USNS	USNS CHARLTON FIXE FOS RAV ROS-4 CHARLTON REIMBURS	D PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST  See Table of Expendent	\$5,391,700.00 \$10,021,977.00
CLIN 0005  0005AA 0005AB 0005AC  CLIN 0006  0006AA-0	Exp Type 25213 25213 25213 USNS 0006BD Exp Type	USNS CHARLTON FIXE FOS RAV ROS-4 CHARLTON REIMBURSA Reimbursable Expenses RED CLOUD FIXED PER	D PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST See Table of Expend	\$5,391,700.00 \$10,021,977.00 diture Types
CLIN 0005  0005AA 0005AB 0005AC  CLIN 0006  0006AA-0	Exp Type 25213 25213 25213 USNS 0006BD Exp	USNS CHARLTON FIXE FOS RAV ROS-4 CHARLTON REIMBURSA Reimbursable Expenses RED CLOUD FIXED PER FOS	D PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST  See Table of Expendent	\$5,391,700.00 \$10,021,977.00 diture Types

0007AC	25213	ROS-4	See Rate Schedule	
CLIN 0008	USNS	RED CLOUD REIMBURS	ABLE COST	\$6,134,833.00
0008AA-0	0008BD	Reimbursable Expenses	See Table of Expendent	diture Types
CLIN 0009	Exp Type	USNS POMEROY FIXED	PER DIEM	<b>\$5,391,700.00</b>
0009AA 0009AB 0009AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0010	USNS	POMEROY REIMBURSA	BLE COST	<u>\$4,502,406.00</u>
0010AA-0	0010BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0011	Exp Type	USNS SISLER FIXED PEI	R DIEM	<u>\$5,391,700.00</u>
0011AA 0011AB 0011AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0012	USNS	SISLER REIMBURSABLE	COST	<u>\$5,557,577.00</u>
0012AA-0	0012BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0013	Exp Type	USNS WATSON FIXED P	ER DIEM	<u>\$5,391,700.00</u>
0013AA 0013AB 0013AC			See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0014	USNS	WATSON REIMBURSABI	LE COST	<u>\$9,978,521.00</u>
0014AA-0	014BD	Reimbursable Expenses	See Table of Expend	liture Types
CLIN 0015	Exp Type	USNS WATKINS FIXED F	PER DIEM	<b>\$5,391,700.00</b>
0015AA 0015AB 0015AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0016	USNS	WATKINS REIMBURSAB	LE COST	<u>\$4,966,556.00</u>
0016AA-0	016BD	Reimbursable Expenses	See Table of Expend	liture Types
CLIN 0017	WATK	INS FUEL PURCHASE		<u>\$776,160.00</u>

0017AA 10003 MGO

0017AB 10002 Propulsion Fuel -- DFM

## CLIN 0018 WATSON FUEL PURCHASE

\$1,396,200.00

0017AA 10003 MGO

0017AB 10002 Propulsion Fuel -- DFM

#### 3. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following has been modified:

<u>C-3 CONTRACTOR FURNISHED ITEMS</u>: Section C-3.3.1 Consumable Supplies is changed to read as follows:

3.3.1 Consumable Supplies. The Contractor will provide any consumable supplies required to operate the ship at its own expense. The Government does not warrant or guarantee that consumable supplies will be delivered with the vessel. Any consumables onboard ship at delivery will be for the Contractor's unlimited use and not subject to reimbursement to the Government. A representative list of consumable supplies is found in Section 7.4 of the Technical Manual. The Contractor may procure consumables from commercial sources or the Navy Supply System. When ordering from the Navy Supply System, the Contractor will use the cash sales fund code "XP" and bill all requisitions to the MLL cash sales DODAAC (Q99872) using signal code "B". DD Form 1348, DD Form 1149, MILSTRIP Requisition or Naval Message may be used to order consumables as dictated by the nature of the item and the requirements of the ordering activity. Precise guidance regarding requisitioning procedures may be obtained by contacting the Customer Service office of the issuing Navy Supply activity. When ordering from a Combat Logistics Force (CLF) ship, guidance may be found in NAVSUP 4998, 'Consolidated Afloat Requisitioning Guide Overseas (CARGO)'. Procurement of consumables from Navy sources, is to be handled as a "Cash Sale" transaction, and will be billed to the Contractor at standard price plus an accessorial and administrative charge of 10.5%. Removal of consumables purchased by the Contractor and onboard the ship at termination of the contract is the responsibility of the Contractor. Upon redelivery, the Contractor shall be responsible for removing all consumables from the ship at its expense.

# 4. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$17,925,600.00 from \$83,633,619.00 to \$101,559,219.00.

## CLIN 0018:

Funding on CLIN 0018 is initiated as follows:

ACRN: AC

Increase: \$1,396,200.00 Total: \$1,396,200.00

# 5. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

# **ATTACH I-INVOICE REQUIREMENTS**

#### ATTACHMENT I

INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

# PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE

USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
WATKINS FUEL PURCHASE	N0003302C3201FLWAK01
WATSON FUEL PURCHASE	N0003302C3201FLWAT01

**B.** All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

AMENDMENT OF SOLICITA	ATION/MODIFI	CATION OF CONTRACT	1. CONTRACT I	D CODE	PAGE OF	PAGES 20
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	<u> </u>	5. PROJECT N	O.(If applicab	ole)
P00010	06-Nov-2003	SEE SCHEDULE				
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (If other than item 6)	COD	DE		
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (N	No., Street, County, Stat	e and Zip Code)	A. AMENDME	NT OF SOLI	CITATION	NO.
120 CORPORATE BLVU SUITE 400 NORFOLK VA 23502		ļ <del> </del>	B. DATED (SE	E ITEM 11)		
HOW OLIV WAZESSE		x ;	0A. MOD. OF 0 000033-02-C-3	CONTRACT	ORDER N	О.
			OB. DATED (S	SEE ITEM 13	)	
CODE 4X163	FACILITY CODE	<u> </u>	19-Sep-2002			
The above numbered solicitation is amended as set forth in		PPLIES TO AMENDMENTS OF SOLICITATION	extended,	is not extend	led	
Offer must acknowledge receipt of this amendment prior to  (a) By completing Items 8 and 15, and returning  or (c) By separate letter or telegram which includes a refer  RECEIVED AT THE PLACE DESIGNATED FOR THE I  REJECTION OF YOUR OFFER. If by virtue of this amer  provided each telegram or letter makes reference to the sol	o the hour and date specified copies of the amendment ence to the solicitation and a RECEIPT OF OFFERS PRIO adment you desire to change icitation and this amendment	in the solicitation or as amended by one of the following r.; (b) By acknowledging receipt of this amendment on each mendment numbers. FAILURE OF YOUR ACKNOWLEIOR TO THE HOUR AND DATE SPECIFIED MAY RESULAN OFFICE already submitted, such change may be made by the such change of t	nethods: copy of the offer su DGMENT TO BE JET IN elegram or letter,	abmitted;		
12. ACCOUNTING AND APPROPRIATION DATA	A (If required)					
See Schedule	M APPI IES ONI V TO	O MODIFICATIONS OF CONTRACTS/ORDE	RS	<del></del>		
	IFIES THE CONTRAC	T/ORDER NO. AS DESCRIBED IN ITEM 14.		IN THE		
CONTRACT ORDER NO. IN ITEM 10A.	` .					
	N ITEM 14, PURSUAN	NT TO THE AUTHORITY OF FAR 43.103(B).	GES (such as ch	anges in payi	ng 	
C. THIS SUPPLEMENTAL AGREEMENT IS EI	NTERED INTO PURSI	UANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and auth	nority)					
E. IMPORTANT: Contractor is not,	x is required to sign	this document and return 2 copie	es to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICA where feasible.) SEE ATTACHED.	TION (Organized by I	JCF section headings, including solicitation/con	tract subject mat	ter		
						,
Except as provided herein, all terms and conditions of the docum		10A, as heretofore changed, remains unchanged and in fu	ll force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or prin	nt)	16A. NAME AND TITLE OF CONTRAC	CTING OFFICE	R (Type or pri	int)	
B. F. SAUER, PRESIDENT	1		EMAIL:		·	
15B. CONTRACTOR OF THE CONTRACTOR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C	. DATE SIG	JNED
(Signature of person authorized to sign)	17 NOV 03	(Signature of Contracting Officer)		J		

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE SUMMARY OF CHANGES

A. The purpose of this modification is to make no-cost changes to Section C-1.6.1.1 and Section C-1.6.2.3, to incorporate Attachment H, Award Fee Plan, into Section J of the contract, and to correct a funding error in Section B and Section C. These actions are as outlined below.

#### 1. SECTION B - SUPPLIES OR SERVICES AND PRICES

a. Due to a funding error in P00009, funding in the amount of \$1,100,000.00 is deducted from CLIN 0006 and incorporated into CLIN 0008. The total cost of this contract remains unchanged at \$289,167,713.08. As a result of these funding corrections, the CLIN values have been revised as follows:

**CLIN 0006** 

The unit price amount has decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00. The total cost of this line item has decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00.

**CLIN 0008** 

The unit price amount has increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00. The total cost of this line item has increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00.

#### 2. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following has been modified: <u>C-1 GENERAL</u>. Changes to Section C-1.6.1.1 and to Section C-1.6.2.3 are indicated in red italics below.

#### 1.6 Personnel.

- 1.6.1.1 <u>Submission of Resumes</u>. The Contractor shall submit to the Contracting Officer current resumes with clearly defined experience summaries for all shoreside port-engineers, shoreside port-captains, and the property administrator within the management structure of the Contractor's staff prior to their employment in support of this contract. The Contracting Officer will review all resumes submitted by the Contractor and will approve or disapprove the employment of each individual. If the Government has any reason to be dissatisfied with the qualifications, conduct or performance of any shoreside person employed by the Contractor, the Contracting Officer will provide particulars to the Contractor who shall promptly investigate and take appropriate corrective action up to and including dismissal of the employee. If the Government's dissatisfaction with any of the personnel requiring approval rises to a level that it considers grounds for removal of that employee, the Government may revoke that employee's approval and the Contractor must remove the employee from service under this contract.
- 1.6.2.3 Key Shipboard Personnel. The Contractor shall forward current resumes, USCG licenses and include training, medical and qualification records of each prospective Master, Chief Mate, Chief Engineer, First Assistant Engineer, and Medical Representative to the Contracting Officer for approval prior to their actual assignment to a ship. The Contracting Officer may reject such personnel for assignment. Should the Government have any reason to be dissatisfied with the conduct or performance of any shipboard personnel employed by the Contractor, the Contracting Officer will provide particulars to the Contractor. The Contractor will promptly investigate the matter and take the appropriate corrective action up to and including dismissal of the employee, and notify the Contracting Officer of action taken. If the Government's dissatisfaction with any of the personnel requiring key billet approval rises to a level that it considers grounds for removal of that employee, the Government may revoke that employee's approval and the Contractor must remove the employee from service under this contract.

#### 3. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

a. As a result of this modification, the total funded amount for this contract remains unchanged at \$112,785,219.00.

#### CLIN 0006:

AA: 97 X 4930 FD20 252 00033 0 000033 2F0000000000000000000 was decreased by \$1,100,000.00 from \$13,647,977.00 to \$12,547,977.00

#### CLIN 0008:

AA: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000 was increased by \$1,100,000.00 from \$7,134,833.00 to \$8,234,833.00

## 4. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following has been incorporated: ATTACH H-AWARD FEE PLAN.

# MAERSK LINE LIMITED DETERMINATION OF AWARD FEE LMSR N00033-02-C-3201

#### A. Purpose

- (a) The purpose of this Award Fee contract is to:
  - (1) Establish a close working relationship between Military Sealist Command (MSC) and the Contractor;
  - (2) To insure that both MSC and the Contractor personnel are intimately familiar with each other's efforts, programs, problems, and requirements; and
  - (3) To encourage and reward superior quality performance, to include
    - (i) Ship smartness
    - (ii) Mission readiness and
    - (iii) Management of budgeted M&R costs
    - (iv) Management of other budgeted reimbursable costs
    - (v) Administration
    - (vi) Customer service
    - (vii) Management of required training
- (b) An award fee will be determined annually. The annual rating period for the award fee determination will be from 05 August through 04 August of each contract year. The methodology for determination of award fee is contained herein.

## B. The maximum award fee possible is \$250,000 per year/per vessel

#### C. Award Fee Determining Official

The Award Fee Determining Official (AFDO), R. Ross Camardella (PM3), shall examine the recommendations of the Performance Evaluation Board (PEB) to determine final technical and management award fee. The areas, identified in Section A (a)(3) above, will be evaluated to determine the Contractor's performance annually. Each area will be evaluated by Government personnel with knowledge of the Contractor's performance in that area. These evaluations will be forwarded to the Performance Evaluation Board (PEB).

#### D. Performance Evaluation Board

The AFDO shall appoint a PEB consisting of members who have cognizance over the contract. It shall be the purpose of the Board to review contractor performance evaluation reports, to make independent investigations as deemed necessary, and to make recommendations to the AFDO concerning evaluation grades, the amount of award fee earned and recommended for payment, and the nature, quality and extent of documentation to be furnished the Contractor concerning his performance. In determining its award recommendation, the PEB will also consider the Contractor's formal briefing and self-assessment of its performance during the evaluation period. Changes to the membership of the PEB may be made at the discretion of the AFDO.

#### E. Evaluation Procedures

The following procedures will be used in determining the award fee:

- (a) Following the end of the evaluation period, the PEB shall convene and prepare a written, annual performance evaluation considering the following information:
  - (1) Individual Evaluations received by the PEB.
  - (2) The Contractor shall present a formal briefing on their efforts during the period under evaluation to the PEB following the end of the evaluation period. This may be done on the Contractor's initiative or at the request of the Contracting Officer (the PCO). MSC will designate a location for the briefing. The Contractor's presentation should include a detailed account of the Contractor's efforts, accomplishments, problems, and recommendations regarding the following:
    - (i) Status of each ship's condition;
    - (ii) Overview of mission readiness (e.g. a summary of vessel operations);
    - (iii) Status of reimbursable budgets including a summary of budgeted amounts compared with actual costs, and
    - (iv) Cost avoidance methodology and accomplishments
    - (v) Any other data that the Contractor considers appropriate.

The Contractor must provide one (1) advance, written copy of its presentation to the PCO at least five (5) working days prior to the presentation, and a minimum of four (4) copies to the PCO at the time of the presentation.

- (3) DCAA audit report on expenditures.
  - (i) Evaluations will include DCAA's most recent audit reports for budgeted reimbursables. The Government reserves the right, after the DCAA audit and before the evaluation period ends, to spot check any discrepancies found while DCAA conducted its audit, to ensure corrective action, if any, has been made.
- (b) After receipt of the evaluation reports, audits and the Contractor briefing, the PCO shall provide the Contractor written notification of his performance evaluation.
- (c) Next, the Contractor shall provide written response to the AFDO, with a copy to the PCO, indicating concurrence or non-concurrence with the performance evaluation. If the contractor does not concur, he should indicate any exception thereto. The contractor may furnish a written description of his performance during the period under consideration. This description shall clearly identify specific evaluation categories, factors, and elements, and include a self-assessment of his performance.

- (i) Following receipt of the Contractor's response, the AFDO shall provide the PCO with a final performance evaluation and determination of award fee.
- (d) Finally, after receipt of the AFDO's determination of award fee, the Contracting Officer shall issue a unilateral contract modification to provide for the earned award fee.
- (e) Determinations of the AFDO with respect to the amount of award fee are final and shall not constitute a dispute within the meaning of the clause of this contract entitled, "DISPUTES."
- (f) It is recognized that the Contractor will share a portion of the award fee with seagoing employees.

#### F. Award Fee Calculation

The maximum award fee for work performed under the period-of-performance of this contract is \$250,000 per year per ship. The Government shall make payment of all or a portion of the maximum award fee annually based upon the performance evaluation percentage score (P) assigned by the AFDO in accordance with the award fee determination plan. Calculations are shown below:

PX \$250,000 = TF

P = Award Fee Evaluation Percentage Score Assigned

TF = Total Award Fee Earned for Award Fee Period

NOTE: The relative weights of all factors may also be taken into account.

#### G. Performance Ratings

The award fee to be paid for each period shall be determined by applying adjective ratings to both Technical and Management criteria evaluated by the PEB.

(a) Superior Performance

Scoring Range: No less than .9; no more than 1.0

- Scores awarded in this category should be reserved for only that work which displays the highest levels of innovation, methodology, analysis, and comprehension.
- (b) Good Performance

Scoring Range: No less than .8; no more than .89.

(c) Satisfactory Performance

Scoring Range: No less than .7; no more than .79.

(d) Unsatisfactory Performance

Scoring Range: .69 and below.

#### H. Maximum Award Fee - Award Periods

The Contractor may earn and be paid all, a portion, or none of an award fee. Payment of an award fee, if any, will be made annually. The determination of award fee amount will be based on the overall "grade" for the rating period.

The Contractor will ensure that it has a process in place to determine award fee eligibility and distribution to shipboard crew. Eligibility for the award is designed to reward good performance and program continuity. The process for award fee distribution to mariners aboard the LMSR ships will be managed by the Contractor.

#### I. Evaluation Criteria

The specific goals for each evaluated area is stated on the following page as a part of the proposed effort and standards of performance. Each evaluation area has been assigned a weight, which will be used to assess the overall evaluation rating.

In the area of the Contractor's operations management, the major areas, relative weights and evaluations in the table on the following pages shall apply.

#### J. Non-waiver of Contract Clauses

Nothing contained in this Award Fee Plan shall be construed to alter, modify, revise, or waive any of the provisions of the clause of this contract entitled, "Inspection of Services" or of any other clause or provisions hereof.

## **EVALUATION AREAS**

MAJOR AREAS	RELATIVE WEIGHT	EVALUATION ELEMENTS
Ship Smartness	20%	The ability of the Contractor to maintain Smart Ship standards IAW COMSCINST 3120.16A, "Standards of Appearance," taking into consideration the vessel's operating environment.
Mission Readiness	30%	The ability of the vessel to maintain operational readiness in an efficient/effective manner. The ability of the Contractor's crew to complete required maintenance and repairs, correct casualty reports in a timely manner, make recommendations to improve crew and vessel performance, operate and maintain Shipboard Automated Maintenance Manual (SAMM) efficiently/effectively and meet all operational commitments. The technical expertise exhibited by the Contractor's crew and shore staff in carrying out the LMSR mission. The ability of the Contractor to follow contract requirements and implement its Quality System. The ability of the Contractor to effectively manage and operate the ships in an efficient manner such that non-budgeted reimbursables are aggressively controlled and mission readiness is met.
Management of Budgeted Maintenance & Repair Costs	10%	The ability of the Contractor to effectively manage costs associated with maintaining and repairing the vessel, manage spare part purchases, manage industrial assistance and exercise control over budgeted items. The ability of the Contractor to meet or spend less than the agreed to M&R Budget while keeping the vessel in a high state of readiness. The ability of the Contractor to effectively report expenditures and perform trend analysis of costs.
Management of other Budgeted Reimbursable Costs	10%	The ability of the Contractor to effectively manage costs associated with the Port Service and Crew Overtime reimbursable budgets. The ability of the Contractor to meet or spend less than the agreed to Overtime and Port Services Budgets. The ability of the Contractor to aggressively control and avoid costs by closely monitoring daily vessel costs and using cost-effective management practices. The ability of the Contractor to effectively report expenditures, measure results and perform trend analysis of costs.
Administration	10%	The ability of the Contractor to properly obtain approval for key billet positions and medical representatives. The ability of the Contractor to attain and maintain security clearances for the required individuals. The ability of the Contractor to comply with its Government approved Property Control System. The ability of the Contractor to consistently submit reports required in by the LMSR Technical Manual. The ability of the Contractor to properly administer subcontracted work.
Customer Service	15%	The efforts of the Contractor to maintain open communication with MSC representatives in order to propose and resolve issues associated with the performance of the contract. The ability of the Contractor to take expeditious action when requested by the Government.
Management of Required Training	5%	The ability of the Contractor to meet all training requirements for the LMSR crew and support personnel as set forth in the Contract. The ability of the Contractor to manage his personnel assets to ensure that he fully mans the ships with qualified, properly-trained personnel that meet the

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contractual requirements as defined in the Training section of the Contract, while maintaining a continuous education pipeline, and ensuring stand-by, fully-qualified personnel are available. The ability of the Contractor to successfully coordinate the efforts of the training sources, the Unions, and the Government to ensure all contractual training requirements are assigned, met, and fulfilled in a timely, evenly flowing manner.

- **B.** The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustment to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.
- C. All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect.

AMENDMENT OF SOLICIT	ICATION OF CONTRACT	1. CONTRACT ID CODE PAG		PAGE OF PAGES		
AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT		J		1 72
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(If applicable)
P00011	02-Dec-2003	SEE SCHEDULE				
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (If other than item 6)		COD	Е	
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, Sta	ate and Zip Code)	1 [9	A. AMENDMEN	NT OF SOL	ICITATION NO.
MAERONINGIA	, , , , , , , , , , , , , , , , , , ,					
120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502				B. DATED (SEI		
			X	0A. MOD. OF C N00033-02-C-32	201	ORDER NO.
CODE 4X163			J I	0B. DATED (SI	EE ITEM 13	3)
	IFACILITY CODE	E APPLIES TO AMENDMENTS OF SOLI		19-Sep-2002		
The above numbered solicitation is amended as set forth is				extended,	is not extend	lod
Offer must acknowledge receipt of this amendment prior  (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a refe RECEIVED AT THE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this ame provided each telegram or letter makes reference to the so  12. ACCOUNTING AND APPROPRIATION DAT	copies of the amendment, rence to the solicitation and ar RECEIPT OF OFFERS PRIC endment you desire to change licitation and this amendment	; (b) By acknowledging receipt of this amendment mendment numbers. FAILURE OF YOUR ACKN DR TO THE HOUR AND DATE SPECIFIED MA an offer already submitted, such change may be may	on each IOWLEI Y RESU	copy of the offer sub DGMENT TO BE JLT IN	mitted;	
See Schedule						
IT MOD	DIFIES THE CONTRAC	O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITI	EM 14			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.						_
X B. THE ABOVE NUMBERED CONTRACT/Of office, appropriation date, etc.) SET FORTH	IN ITEM 14, PURSUA	NT TO THE AUTHORITY OF FAR 43.	CHAN 103(B)	NGES (such as ch ).	anges in pa	ying
C. THIS SUPPLEMENTAL AGREEMENT IS I		UANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and au	thority)					
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies	s to the issuing of	ffice.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)  SEE ATTACHED.  xcept as provided herein, all terms and conditions of the docum					atter	
5A. NAME AND TITLE OF SIGNER (Type or pri	nt)	16A. NAME AND TITLE OF CONT			(Time	
	,	KEN ALLEN / CONTRACTING OFFICER TEL: (202) 685-5531		AAIL: kenneth.allen@		nt)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC		Kemieuraneiru	<del></del>	DATE SIGNED
(Signature of person authorized to sign)		BY	<u>L.E.</u>	and the same of th	03-[	Dec-2003
( or person authorized to sign)		(Signature of Contracting Office	er)		1	

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### **SUMMARY OF CHANGES**

**A.** The purpose of this modification is to incorporate funding for the FY04 Fixed Price Per Diem and FY04 Reimbursable Costs and create two new CLINs for each of eight (8) LMSR vessels under contract N00033-02-C-3201, to provide funding for synthetic mooring lines for the USNS RED CLOUD, and to document funding for specific funding actions previously approved by the Contracting Officer on the basis of approved SPS Purchase Requests. Appropriate changes to Section B and Section J, Attachment I are incorporated as a result of the new CLINs.

#### 1. SECTION B - SUPPLIES OR SERVICES AND PRICES

a. With the addition of FY04 funding, new CLINs 0019 through 0034 have been established. The CLIN structure is as follows:

## SECTION B – SUPPLIES /SERVICES AND PRICES

#### **FUNDING INFORMATION ONLY**

(To be completed by the Government after contract award)

	Exp	o be completed by the govern	mioni arter contract aw	aru)
CLIN 0001 0001AA 0001AB 0001AC 0001AD	<b>Type</b> 25213 25213 25213	RAV	See Rate Schedule	<u>\$5,621,700.00</u>
<b>CLIN 0002</b>	USNS	SODERMAN REIMBURS	ABLE COST	<u>\$5,225,597.00</u>
0002AA-0	0002BD	Reimbursable Expenses	See Table of Expend	liture Types
CLIN 0003	Exp Type	USNS DAHL FIXED PER	DIEM	<u>\$5,391,700.00</u>
0003AA 0003AB 0003AC	25213	RAV	See Rate Schedule See Rate Schedule See Rate Schedule	
<b>CLIN 0004</b>	USNS	DAHL REIMBURSABLE (	COST	<u>\$11,635,792.00</u>
0004AA-0	004BD	Reimbursable Expenses	See Table of Expend	liture Types
CLIN 0005	Exp Type	USNS CHARLTON FIXE	D PER DIEM	<u>\$5,391,700.00</u>
0005AA 0005AB 0005AC	25213	— <del></del>	See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0006	USNS	CHARLTON REIMBURSA	ABLE COST	\$12,547,977.00

0006AA-0	006BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0007	Exp Type	RED CLOUD FIXED PER	R DIEM	<u>\$5,391,700.00</u>
0007AA 0007AB 0007AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0008	USNS	RED CLOUD REIMBURS	ABLE COST	<u>\$8,234,833.00</u>
0008AA-0	008BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0009	Exp Type	USNS POMEROY FIXED	PER DIEM	<b>\$5,391,700.00</b>
0009AA 0009AB 0009AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0010	USNS	POMEROY REIMBURSA	BLE COST	<u>\$5,802,406.00</u>
0010AA-0	0010BD	Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0011	Exp Type	USNS SISLER FIXED PEI	R DIEM	<u>\$5,391,700.00</u>
0011AA 0011AB 0011AC	25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0012	USNS	SISLER REIMBURSABLE	COST	<u>\$6,857,577.00</u>
0012AA-0	012BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0013	Exp Type	USNS WATSON FIXED P	ER DIEM	<u>\$5,391,700.00</u>
0013AA 0013AB 0013AC		RAV	See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0014	USNS	WATSON REIMBURSABI	LE COST	\$10,978,521.00
0014AA-0	014BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0015	Exp Type	USNS WATKINS FIXED F	PER DIEM	\$5,391,700.00
0015AA 0015AB 0015AC	25213	RAV	See Rate Schedule See Rate Schedule See Rate Schedule	

CLIN 0016	USNS	S WATKINS REIMBURSA	BLE COST	<u>\$5,966,556.00</u>
0016AA-	0016BE	P Reimbursable Expenses	See Table of Expen	diture Types
CLIN 0017	WAT	KINS FUEL PURCHASE		<u>\$776,160.00</u>
0017AA 0017AB		MGO Propulsion Fuel DFM		
CLIN 0018	WAT	SON FUEL PURCHASE		<u>\$1,396,200.00</u>
0018AA 0018AB		MGO Propulsion Fuel – DFM		
CLIN 0019 0019AA 0019AB 0019AC 0019AD	25213 25213 25213	FY04 USNS SODERMAN FOS RAV ROS-4 PDO INCIDENT	FIXED PER DIEM See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule	\$5,000,000.00
<b>CLIN 0020</b>	FY04	USNS SODERMAN REIM	BURSABLE COST	<u>\$4,672,200.00</u>
0020AA-0	0020BD	Reimbursable Expenses	See Table of Expendent	diture Types
	Evn			
CLIN 0021	Exp Type	FY04 USNS DAHL FIXEI	PER DIEM	<u>\$4,050,000.00</u>
0021AA 0021AB 0021AC	Type 25213 25213	FOS	See Rate Schedule See Rate Schedule See Rate Schedule	\$4,050,000.00
0021AA 0021AB	Type 25213 25213 25213	FOS RAV	See Rate Schedule See Rate Schedule See Rate Schedule	\$4,050,000.00 \$2,672,200.00
0021AA 0021AB 0021AC CLIN 0022	Type 25213 25213 25213 FY04	FOS RAV ROS-4	See Rate Schedule See Rate Schedule See Rate Schedule	\$2,672,200.00
0021AA 0021AB 0021AC CLIN 0022	Type  25213 25213 25213 FY04  0004BD Exp	FOS RAV ROS-4 USNS DAHL REIMBURSA	See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST See Table of Expendent	\$2,672,200.00
0021AA 0021AB 0021AC CLIN 0022 0022AA-0	25213 25213 25213 25213 FY04 0004BD Exp Type 25213 25213	FOS RAV ROS-4  USNS DAHL REIMBURSA Reimbursable Expenses  FY04 USNS CHARLTON FOS	See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST See Table of Expendent	<b>\$2,672,200.00</b> diture Types
0021AA 0021AB 0021AC CLIN 0022 0022AA-0 CLIN 0023 0023AA 0023AB	Type  25213 25213 25213 FY04  0004BD  Exp Type  25213 25213 25213	FOS RAV ROS-4  USNS DAHL REIMBURS A Reimbursable Expenses  FY04 USNS CHARLTON FOS RAV	See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule  ABLE COST  See Table of Expend  FIXED PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	<b>\$2,672,200.00</b> diture Types
0021AA 0021AB 0021AC CLIN 0022 0022AA-0 CLIN 0023 0023AA 0023AB 0023AC CLIN 0024	Type  25213 25213 25213  FY04  0004BD  Exp Type  25213 25213 25213 FY04	FOS RAV ROS-4  USNS DAHL REIMBURSA Reimbursable Expenses  FY04 USNS CHARLTON FOS RAV ROS-4	See Rate Schedule See Rate Schedule See Rate Schedule See Rate Schedule  ABLE COST  See Table of Expend  FIXED PER DIEM  See Rate Schedule See Rate Schedule See Rate Schedule	\$2,672,200.00 diture Types \$3,560,000.00 \$2,672,200.00
0021AA 0021AB 0021AC CLIN 0022 0022AA-0 CLIN 0023 0023AA 0023AB 0023AC CLIN 0024	Type  25213 25213 25213 FY04  0004BD Exp Type  25213 25213 25213 FY04  0006BD Exp	FOS RAV ROS-4  USNS DAHL REIMBURSA Reimbursable Expenses  FY04 USNS CHARLTON FOS RAV ROS-4  USNS CHARLTON REIMI	See Rate Schedule See Rate Schedule See Rate Schedule ABLE COST  See Table of Expend  FIXED PER DIEM  See Rate Schedule	\$2,672,200.00 diture Types \$3,560,000.00 \$2,672,200.00

0025AB 0025AC	25213 25213	RAV ROS-4	See Rate Schedule See Rate Schedule	
CLIN 0026	FY04	USNS RED CLOUD REIM	IBURSABLE COST	\$2,772,200.00
0026AA-0	0026BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0027	Exp Type	FY04 USNS POMEROY	FIXED PER DIEM	<u>\$3,560,000.00</u>
0027AA 0027AB 0027AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0028	FY04	USNS POMEROY REIME	BURSABLE COST	<u>\$2,882,200.00</u>
0028AA-0	0028BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0029	Exp Type	FY04 USNS SISLER FIX	ED PER DIEM	<u>\$3,320,000.00</u>
0029AA 0029AB 0029AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
<b>CLIN 0030</b>	FY04	USNS SISLER REIMBUR	SABLE COST	<u>\$2,772,200.00</u>
0030AA-0	0030BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0031	Exp Type	FY04 USNS WATSON FI	XED PER DIEM	<u>\$5,500,000.00</u>
0031AA 0031AB 0031AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0032	FY04	USNS WATSON REIMBU	RSABLE COST	<u>\$2,772,200.00</u>
0032AA-0	0032BD	Reimbursable Expenses	See Table of Expend	diture Types
CLIN 0033	Exp Type	USNS WATKINS FIXED	PER DIEM	\$3,560,000.00
0033AA 0033AB 0033AC	25213 25213 25213		See Rate Schedule See Rate Schedule See Rate Schedule	
CLIN 0034	FY04	USNS WATKINS REIMB	URSABLE COST	<u>\$2,872,200.00</u>
0034AA-0	034BD	Reimbursable Expenses	See Table of Ex	penditure Types

b. The following Purchase Requests incorporate funding for FY04:

N000334330P3215	SODERMAN PER DIEM	CLIN 0019	\$5,000,000.00
N000334325P3201	SODERMAN REIMBURSABLES	CLIN 0020	\$4,672,200.00
N000334329P3208	DAHL PER DIEM	CLIN 0021	\$4,050,000.00
N000334329P3209	DAHL REIMBURSABLES	CLIN 0022	\$2,672,200.00
N000334330P3212	CHARLTON PER DIEM	CLIN 0023	\$3,560,000.00
N000334330P3213	CHARLTON REIMBURSABLES	CLIN 0024	\$2,672,200.00
N000334330P3210	RED CLOUD PER DIEM	CLIN 0025	\$3,560,000.00
N000334330P3211	RED CLOUD REIMBURSABLES	CLIN 0026	\$2,672,200.00
N000334336P3201	RED CLOUD ALTERATIONS	CLIN 0026	\$ 100,000.00
N000334330P3214	POMEROY PER DIEM	CLIN 0027	\$3,560,000.00
N000334329P3201	POMEROY REIMBURSABLES	CLIN 0028	\$2,882,200.00
N000334329P3204	SISLER PER DIEM	CLIN 0029	\$3,320,000.00
N000334329P3205	SISLER REIMBURSABLES	CLIN 0030	\$2,772,200.00
N000334329P3202	WATSON PER DIEM	CLIN 0031	\$5,500,000.00
N000334329P3203	WATSON REIMBURSABLES	CLIN 0032	\$2,772,200.00
N000334329P3206	WATKINS PER DIEM	CLIN 0033	\$3,560,000.00
N000334329P3207	WATKINS REIMBURSABLES	CLIN 0034	\$2,872,200.00

- c. Reference is made to the following MSC letters that authorized Contracting Officer consent on the basis of three PRs listed above:
  - i. MSC letter Ser PM3/LMSR 03-0408 dated 21 November 2003 providing subcontract consent for the overhaul and topside manintenance work package for the USNS SODERMAN in the not-to-exceed amount of \$2,034,029.00. Purchase Request N000334325P3201 applies.
  - ii. MSC letter Ser PM3/LMSR 03-0409 dated 25 November 2003 providing consent to overhaul cargo vent fans onboard the USNS WATKINS for the not-to-exceed amount of \$165,960.00. Purchase Request N000334329P3207 applies.
  - iii. MSC letter Ser PM3/ LMSR04-0009 dated 03 December 2003 authorizing the purchase of synthetic mooring lines for the USNS RED CLOUD in a not-to-exceed amount of \$81,726.44. Purchase Request N000334336P3201 applies.

#### 2. SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$56,197,600.00 from \$112,785,219.00 to \$168,982,819.00.

#### CLIN 0019:

Funding on CLIN 0019 is initiated as follows:

ACRN: AA

Increase: \$5,000,000.00 Total: \$5,000,000.00

#### CLIN 0020:

Funding on CLIN 0020 is initiated as follows:

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AF

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AA

Increase: \$650,000.00 Total: \$650,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$2,300,000.00 Total: \$2,300,000.00

#### CLIN 0021:

Funding on CLIN 0021 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$4,050,000.00

Total: \$4,050,000.00

CLIN 0022:

Funding on CLIN 0022 is initiated as follows:

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

ACRN: AE

Acetng Data: 97 X 4930 FD20 260 00033 0 000033

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$250,000.00 Total: \$250,000.00

CLIN 0023:

Funding on CLIN 0023 is initiated as follows:

ACRN: AA

Increase: \$3,560,000.00 Total: \$3,560,000.00 CLIN 0024:

Funding on CLIN 0024 is initiated as follows:

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

ACRN: AE

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AF

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AF

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$250,000.00 Total: \$250,000.00

CLIN 0025:

Funding on CLIN 0025 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$3,560,000.00 Total: \$3,560,000.00 CLIN 0026:

Funding on CLIN 0026 is initiated as follows:

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

ACRN: AE

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AF

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AF

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$350,000.00 Total: \$350,000.00

#### CLIN 0027:

Funding on CLIN 0027 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$3,560,000. Total: \$3,560,000.00

#### CLIN 0028:

Funding on CLIN 0028 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$450,000.00 Total: \$450,000.00

ACRN: AA

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AF

Increase: \$15,000.00 Total: \$15,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AE

Acetng Data: 97 X 4930 FD20 260 00033 0 000033

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

#### CLIN 0029:

Funding on CLIN 0029 is initiated as follows:

ACRN: AA

Increase: \$3,320,000.00 Total: \$3,320,000.00

#### CLIN 0030:

Funding on CLIN 0030 is initiated as follows:

ACRN: AA

Increase: \$250,000.00 Total: \$250,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$800,000.00 Total: \$800,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AF

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AF

Acctng Data: 97 X 4930 FD20 310 00033 0 000033 2F000000000000000000

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AE

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

#### CLIN 0031:

Funding on CLIN 0031 is initiated as follows:

ACRN: AA

Increase: \$5,500,000.00 Total: \$5,500,000.00

#### CLIN 0032:

Funding on CLIN 0032 is initiated as follows:

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$250,000.00 Total: \$250,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F00000000000000000

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Acctng Data: 97 X 4930 FD20 252 00033 0 000033 2F000000000000000000

Increase: \$800,000.00 Total: \$800,000.00

ACRN: AF

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AF

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AE

Acctng Data: 97 X 4930 FD20 260 00033 0 000033 2F000000000000000000

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

#### CLIN 0033:

Funding on CLIN 0033 is initiated as follows:

ACRN: AA

Increase: \$3,560,000.00 Total: \$3,560,000.00

#### CLIN 0034:

Funding on CLIN 0034 is initiated as follows:

ACRN: AA

Increase: \$250,000.00 Total: \$250,000.00

ACRN: AA

Increase: \$200,000.00 Total: \$200,000.00

ACRN: AA

Increase: \$100,000.00 Total: \$100,000.00

ACRN: AA

Increase: \$850,000.00 Total: \$850,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AA

Increase: \$700,000.00 Total: \$700,000.00

ACRN: AF

Increase: \$5,000.00 Total: \$5,000.00

ACRN: AF

Increase: \$10,000.00 Total: \$10,000.00

ACRN: AE

Increase: \$7,200.00 Total: \$7,200.00

ACRN: AD

Increase: \$50,000.00 Total: \$50,000.00

#### 3. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

**ATTACH I-INVOICE REQUIREMENTS** 

ATTACHMENT I

## INVOICE REQUIREMENTS/REPORT OF EXPENDITURES

## FY02/FY03 PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS CHARLTON	N0003302C3201CHAPD	N0003302C3201CHARE
USNS DAHL	N0003302C3201DAHPD	N0003302C3201DAHRE
USNS RED CLOUD	N0003302C3201REDPD	N0003302C3201REDRE
USNS SISLER	N0003302C3201SISPD	N0003302C3201SISRE
USNS SODERMAN	N0003302C320102SODPD	N0003302C320102SODRE
USNS WATKINS	N0003302C3201WAKPD	N0003302C3201WAKRE
USNS WATSON	N0003302C3201WATPD	N0003302C3201WATRE
USNS POMEROY	N0003302C3201POMPD	N0003302C3201POMRE

DESCRIPTION	PO NUMBER
WATKINS FUEL PURCHASE	N0003302C3201FLWAK01
WATSON FUEL PURCHASE	N0003302C3201FLWAT01

## FY04 PURCHASE ORDER NUMBERS FOR CONTRACT N00033-02-C-3201

SHIP	PER DIEM POs	REIMBUSABLE POs
USNS SODERMAN	N0003302C32010019	N0003302C32010020
USNS DAHL	N0003302C32010021	N0003302C32010022
USNS CHARLTON	N0003302C32010023	N0003302C32010024
USNS RED CLOUD	N0003302C32010025	N0003302C32010026
USNS POMEROY	N0003302C32010027	N0003302C32010028
USNS SISLER	N0003302C32010029	N0003302C32010030
USNS WATSON	N0003302C32010031	N0003302C32010032
USNS WATKINS	N0003302C32010033	N0003302C32010034

**B.** All other terms and conditions of the contract, as modified, remain unchanged and in full force and effect

AMENDMENT OF SOLIC	ITATION/MODIF	ICATION OF CONTRACT		I. CONTRACT J	ID CODE	PAGE OF	
2. AMENDMENT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	O.(If applica	able)
P00016	11-May-2004	SEE SCHEDULE				очи пррисс	1010)
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MILITARY SEALIFT COMMAND, N1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6			<u> </u>		
8. NAME AND ADDRESS OF CONTRACTOL MAERSK LINE LTD	R (No., Street, County, Sta	ate and Zip Code)	9A	. AMENDME	NT OF SOLI	CITATION	NO.
120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502			9B	. DATED (SE	E ITEM 11)		
			<del></del>	A. MOD. OF 0 0033-02-C-3			<b>1</b> O.
CODE 4X163	h. a			B. DATED (S	SEE ITEM 13	)	
CODE 4A 103	FACILITY CODE	E APPLIES TO AMENDMENTS OF SOLIC	10	-Sep-2002			
The above numbered solicitation is amended as set fort					<del></del>		
Offer must acknowledge receipt of this amendment pr		•	1 (	tended,	is not extende	d.	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TI REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the	copies of the amendment; eference to the solicitation and an HE RECEIPT OF OFFERS PRIC imendment you desire to change is solicitation and this amendment.	; (b) By acknowledging receipt of this amendment of mendment numbers. FAILURE OF YOUR ACKNO OR TO THE HOUR AND DATE SPECIFIED MAY an offer already submitted, such change may be may	on each cop OWLEDG Y RESULT	py of the offer sui MENT TO BE I' IN	bmitted;		
2. ACCOUNTING AND APPROPRIATION D	ATA (If required)						
13 THIS	ITEM ADDITES ONLY TO	O MODIFICATIONS OF CONTRA CTG	(ODDED				
IT MO	ODIFIES THE CONTRAC	O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITE	ORDER EM 14.	S.			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A.	SUANT TO: (Specify aut	hority) THE CHANGES SET FORTH IN	ITEM 1	14 ARE MAD	E IN THE		
(B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURSUA	NT TO THE AUTHORITY OF FAR 43.1	CHANG 103(B).	ES (such as c	hanges in pay	ing	
C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURS	UANT TO AUTHORITY OF:			· · · · · · · · · · · · · · · · · · ·		
D. OTHER (Specify type of modification and	authority)						
. IMPORTANT: Contractor is not,	X is required to sign	this document and return 1	copies to	the issuing o	office.	<del></del>	
DESCRIPTION OF AMENDMENT/MODIFI where feasible.)  See attached.	ICATION (Organized by	UCF section headings, including solicitat	ion/cont	ract subject m	atter		
cept as provided herein, all terms and conditions of the doct	ument referenced in Item 9A or 1						
A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CONT ACHILLE BROENNIMANN / CONTRACTS	RACTI	NG OFFICER	(Type or prin	it)	
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	TEL: 202-685-5531  16B. UNITED STATES OF AMERIC	CA	L: achille.broenn		ATE SIGI	NED
(6:	_	BY Shiller	2		19-M	lay-2004	
(Signature of person authorized to sign)	1	(Signature of Contracting Office	er)		'3-141	ay 2004	

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### **SUMMARY OF CHANGES**

A. The purpose of this modification is to change a course number for required training in Section C of the contract. Accordingly, Section C-4.7.2.14.10 is changed to read as follows:

4.7.2.14.10 <u>Respiratory Protection</u>: The MDR shall successfully complete the U.S. Navy's course *Respiratory Protection Program Management* (A-493-0072) every five (5) years.

B. The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustment to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.

C. All other terms and conditions, as modified, remain unchanged and in full force and effect.

The following items are applicable to this modification:  $\underline{MOD\ BODY}$ 

AMENDMENT OF SOLICIT	CATION/MODII	ELCATION OF CONTRACT	1.0	ONTRAC	T ID CODE	PAGE OF PAGES			
AMENDMENT OF SOLICIT	AHON/MODII	TICATION OF CONTRACT		J		1   3			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	TNO.(Ifapplicable)			
P00019	19-Jul-2004	SEE SCHEDULE							
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (Ifother than item 6)		CC	DDE				
MILITARY SEALIFT COMMAND, N 1032/PM3 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6			Lancing Street				
8. NAME AND ADDRESS OF CONTRACTOR	(No Street County	State and Zin Code)	19A A	MENDA	MENT OF SC	DLICITATION NO.			
MAERSK LINE LTD	(190., Street, County,	state and Zip Code)	) // //	WILLIADIV	LIVI OI SC	LICITATION NO.			
120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502			9B. D.	ATED (S	SEE ITEM 1	1)			
			X 10A. I	MOD. 01 33-02-C	F CONTRAC 3201	T/ORDER NO.			
				DATED 1g-2002	(SEE ITEM	13)			
	TACIETT CODE								
		PPLIES TO AMENDMENTS OF SOLI							
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment pri			is extend	´ [	is not exte	nded.			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. Ifby virtue of this a provided each telegramor letter makes reference to the	reference to the solicitation a HE RECEIPT OF OFFERS I mendment you desire to chan	PRIOR TO THE HOUR AND DATE SPECIFIED nge an offer already submitted, such change may b	ACKNOWLE  MAY RESU  De made by tel	DGMENT ILT IN egramor le	ТО ВЕ				
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)								
See Schedule									
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE							
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.				4 ARE N	MADE IN TI	HE			
B. THE ABOVE NUMBERED CONTRACT/Office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FAI	Æ CHANG R 43.103(B	ES (such ).	as changes in	n paying			
C. THIS SUPPLEMENT AL AGREEMENT IS	SENTERED INTO PU	RSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and Mutual Agreement of the Parties	authority)								
E. IMPORTANT: Contractor is not,	is required to sign	this document and return 1	copies to t	he issuin	g office.				
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.)	ICATION (Organized l		tation/cont	ract subj	ect matter				
See the Attached Sheet.									
except as provided herein, all terms and conditions of the do									
5A. NAME AND TITLE OF SIGNER (Type or	16A. NAME AND TITLE OF CON ACHILLE BROENNIMANN / CONTRACTS	TRACTIN	r print)						
		TEL: 202-685-5531	EMAIL:	achille.broe	nnimann@navy.m	il			
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMER	ICA		16C	DATE SIGNED			
		BY Shiller	2-		-   30	-Jul-2004			
(Signature of person authorized to sign)		(Signature of Contracting Offi	cer)		30	001-200 <del>4</del>			

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

ST ANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

#### SECTION SF 30 BLOCK 14 CONTINUATION PAGE

#### The following items are applicable to this modification:

#### MOD BODY

The purpose of this modification to settle the Contractor's claim of 12 May 2004.

- 1. The parites agree to settle this claim in the amount of \$3,789.96 and that MSC agrees to pay the Contractor the stated amount.
- 2. The parties agree that this is the settlement of a disputed issue and is not an admission by either party of any specific allegations, but is an agreement to compromise in lieu of litigation.
- 3. This modification adds SubCLIN 003210- Claim Settlement providing funding in the amount of \$3,789.96.
- 4. Overall contract price is increased by \$3,789.96.
- 5. The parties agree that the payment, set forth above, provides the Contractor with full and complete consideration for its claim for an equitable adjustment, including, but not limited to, interests and attorney's fees, arising out of, relating to or caused by MSC's unilateral change in the funding schedule. The contractor hereby waives, abandons, and releases all right, title, and interest if any, to all claims against the United States, including claims for attorney's fees and interest, that have arisen, that may arise out of, that are related to or caused by MSC's unilateral change in the funding schedule during the period 15 Oct 2003 through 08 Dec 03.

#### SUMMARY OF CHANGES

#### SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,789.96 from \$333,957,171.73 to \$333,960,961.69.

#### SECTION B - SUPPLIES OR SERVICES AND PRICES

#### **CLIN 0032**

The unit price amount has increased by \$3,789.96 from \$2,772,200.00 to \$2,775,989.96. The total cost of this line item has increased by \$3,789.96 from \$2,772,200.00 to \$2,775,989.96.

SUBCLIN 003210 is added as follows:

ITEM NO 003210

SUPPLIES/SERVICES QUANTITY

UNIT Each UNIT PRICE \$0.00 **AMOUNT** 

FY04 LMSR INTEREST CHARGE (WATSON), PROJ 100234, TASK 110100,

ET FFP

FY04 LMSR INTEREST CHARGE (WATSON), PROJ 100234, TASK 110100,

ET 2521R, CLIN 0034, N0003302C32010034, MASSEY PURCHASE REQUEST NUMBER: N000334183P3203

**NET AMT** 

\$0.00

Funded Amount \$0.00

FOB: Destination

#### SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,789.96 from \$198,982,677.65 to \$198,986,467.61.

CLIN 0032:

(End of Summary of Changes)

AMENDMENT OF SOLICIT	,	1. CONTRACT	D CODE	PAGE OF PAGES					
AMENDMENT OF SOLICITA	ALIONNIODE	CATION OF CONTRACT		] 3		1 1	2		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ, NO.		1	5. PROJECTI	NO ((fapplica	mble)		
P00037	16-May-2005	SEE SCHEDULE							
6. ISSUED BY CODE	N00033	7. ADMINISTERED BY (Ifother than item6)		COL	)E				
MILITARY SEALIFT COMMAND, N1032/PM3		See Item 6							
914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 0							
C MANE AND A PRINCE OF DOCUMENT ACTION	AT 2			· · · · · · · · · · · · · · · · · · ·					
8. NAME AND ADDRESS OF CONTRACTOR MARRIED LINE, LIMITED	(No., Street, County,	State and Zip Code)		9A. AMENDM	eni of soi	MOTTALE	ŲN NŲ.		
ONE COMMERCIAL PLACE 2011 FLOOR				9B. DATED (S	E ITEM 11	)	P7-10-11-11-11-11-11-11-11-11-11-11-11-11-		
NORFOLK VA 23610-2103									
			х	10A, MOD. OF N00033-02-C-3	CONTRAC	I/ORDER	NO.		
			-	10B. DATED (		131			
CODE 4X163	FACILITY COL	)E	x						
11.	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF S								
The above numbered solicitation is arrended as set both	h in Item 14. The hour and	date specified for receipt of Offer	<u> </u>	is extended.	is not exten	ded.			
Offer must acknowledge receipt of this ansendment price	or to the hour and date speci	ifed in the solicitation or as amended by one of	he fol	L lowing methods:					
(a) By completing Items 8 and 15, and returning	copies of the amendmen	t; (b) By acknowledging receipt of this amendme	at on	each copy of the of	= submitted;				
or (c) By separate latter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH	Erence to the solicitation a	and amendment numbers. FAILURE OF YOUR	CKN	IOWLEDOMENT T	38.0				
REJECTION OF YOUR OFFER. Ifby virtue of this are	endment you desire to chur	ge an offer already submitted, such change may b	e ma	ie by telegram or lett	er.				
provided each relegramor letter makes reference to the	solicitation and this amond	ment, and is received prior to the opening hours	nđ đi	ate specified.	·				
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)								
13. THIS ITE	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT. T/ORDER NO. AS DESCRIBED IN IT!	SOF	DERS.					
A. THIS CHANGE ORDER IS ISSUED PURS					CALLE IN TE	16			
CONTRACT ORDER NO. IN ITEM 10A.									
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	RDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	ΈÇ	HANGES (such :	s changes in	paying			
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSIANT TO AUTHORITY OF	K. 4.	5.103(B).					
X D. OTHER (Specify type of modification and Mutual agreement of the parties.	authority)								
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return	cor	ies to the issuing	g office.				
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized)	by UCF section headings, including soli	it at	ion/contract sub	ect matter				
where fessible.)  Modification Control Number: huppric057		2, 2, 1							
See attached.	<b>30</b>								
					*				
Except as provided herein, all terms and conditions of the do		A 104							
ISA. NAME AND TITLE OF SIGNER (Type or	orint)	16A. NAME AND TITLE OF CO							
		1			-EK (1 ype 0	or prmt)			
John F. Reinhart, President and C		TEL VERONICE HOLDE	<u>_</u>	EMAIL;					
SB CONTRACTON OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AME	UCA	· ·	160	DATE S	GNED		
A T	05 0 200-	BY Weller			۱۸.	7_600	+-7005		
Signature of person authorized to sign)	06 Sept 2005	(Signature of Contracting Of	ficer		1 "	1-Sep	1		
APPROVED BY OIRM 11-84	30	0-105-04			NDARD FO		.v. 10-83)		
					cribed by GS (48 CFR) 5:				

P.02

N00033-02-C-3201

Page 2 of 2

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

COMSC PM32

## The following items are applicable to this modification:

MOD BODY

- A. The purpose of this modification is to change the contractor's address of record, as reflected in CCR.
- B. The parties hereby agree that the changes in terms and conditions of the contract set forth above provide the parties with the full and complete adjustments to which each is entitled for the changes set forth above. The parties hereby waive all rights, title, and interest, if any, to further adjustment for the aforesaid changes.
- C. All other terms and conditions remain unchanged.

#### SUMMARY OF CHANGES

The purpose of this modification is to change the contractor's address of record, as reflected in CCR; accordingly:

The contractor organization has changed from MAERSK LINE LTD **BRAD SAUER** 120 CORPORATE BLVD SUITE 400 NORFOLK VA 23502 MAERSK LINE, LIMITED JOHN F. REINHART ONE COMMERCIAL PLACE, 20TH FLOOR NORFOLK VA 23510-2103

(End of Summary of Changes)

## **SECTION J - LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	TITLE
A	LMSR Technical Manual
В	U.S. Department of Labor, Register of Wage Determinations under the Service Contract Act
С	DD Form 254, Contract Security Classification Specification
D	P & I Guidelines
Е	American Institute Hull Clauses (2 June 1977) and Hull War Risks and Strike Clauses
F	Civilian Mariner's Wage Rates
G	SF LLL Disclosure of Lobbying Activities
Н	Award Fee Plan
I	Invoice Requirements/Report of Expenditures
J	Electronic Data Interchange Trading Partner Agreement
K	Subcontracing Plan

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Dept of the Navy. Military Sealift Command (PM3)					G. ADMINISTERED BY (It other than it) CODE											
	914	or the Navy, Military Sesum ( Charles Morris Court SE Shington, DC 20398-5540	Jomn	nang (Piv	13)											
7. N		UIO ADDRESS OF CONTRACTOR PIO STREET CO		- ned 7/0 d	<u> </u>			<del></del> ,		1. 2.		·· · · · · · · · · · · · · · · · · · ·				
		Maarak Line Limited	AN IO, 181							1.,	BLMIRY					
			_			FOS ORIGIN OTHER (See pute							-			
		120 Corporate Blvd Suite 409 Norfolk, VA 23502	U			9. DISCOUNT FOR PROMPT PAYMENT										
		140110IR, VA 23302				N/A										
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wi]	app	ly. The contract will be modified to p	rovido	increment	al funding	, u	requi	red		•			·	_		
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